

No. 15937

United States
Court of Appeals
for the Ninth Circuit

NATIONAL LABOR RELATIONS BOARD,
Petitioner,
vs.
HOWARD-COOPER CORPORATION,
Respondent.

Transcript of Record

Petition for Enforcement of an Order of the
National Labor Relations Board

FILED

JUN 12 1958

PAUL P. O'BRIEN, CLERK

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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in italic; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in italic the two words between which the omission seems to occur.]

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For the Petitioner.

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Portland, Oregon,

For the Respondent.

United States of America Before the National
Labor Relations Board, Nineteenth Region

Case No. 36—CA—724

HOWARD-COOPER CORPORATION

and

INTERNATIONAL UNION, UNITED AUTO-
MOBILE, AIRCRAFT AND AGRICUL-
TURAL IMPLEMENT WORKERS OF
AMERICA (UAW-CIO), AFL-CIO

COMPLAINT

It having been charged by International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW-CIO), AFL-CIO, that Howard-Cooper Corporation, herein called Respondent, has engaged in and is now engaging in certain unfair labor practices affecting commerce as set forth in the Labor Management Relations Act of 1947, 61 Stat. 136, herein called the Act, the General Counsel of the National Labor Relations Board, on behalf of the Board, by the Regional Director for the Nineteenth Region, designated by the Board's Rules and Regulations, Series 6, as amended, Section 102.15, hereby issues this Complaint and alleges as follows:

I.

Respondent, Howard-Cooper Corporation, is an Oregon corporation having its principal office and place of business in Portland, Oregon, and plants located in the states of Washington and Oregon, in-

cluding one at Central Point, Oregon, at which plants it is engaged in selling, servicing, and repairing new and used industrial and farm machinery. In its course and conduct of its business, Respondent annually purchases products valued in excess of \$10,000,000.00 of which approximately 75 per cent is shipped in interstate commerce to its plants from states other than that in which said plants are located; and Respondent annually provides services and makes sales of equipment valued in excess of \$10,000,000.00.

II.

The operations of Respondent, as described in paragraph I, are in commerce and affect commerce within the meaning of Section 2 (6) and (7) of the Act.

III.

International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW-CIO), AFL-CIO, at all times mentioned herein is and has been a labor organization within the meaning of Section 2 (5) of the Act.

IV.

All employees employed at the Central Point, Oregon, plant of Howard-Cooper Corporation, to service, repair and maintain tractors and heavy machinery, including parts men and maintenance men, but excluding office clerical employees, salesmen, supervisors, guards, and professional employees, as defined in the Act, comprise a unit of employees appropriate for the purpose of collective

bargaining within the meaning of Section 9 (a) of the Act.

V

The Union described in paragraph III above, on or about January 4, 1956, was authorized by a majority of the employees of the Respondent in the unit described in paragraph IV above, to be the exclusive bargaining representative of the employees in said unit for the purpose of bargaining with the Respondent with respect to all matters pertaining to wages, hours, and working conditions.

VI.

The Union, on or about January 4, 1956, informed Respondent in writing that a majority of Respondent's employees in the unit described in paragraph IV had authorized the Union to represent said employees as their bargaining agent, and requested Respondent to meet and bargain with said Union respecting wages, hours and working conditions affecting said employees. At all times since said date, the Respondent has refused to bargain with said Union.

VII.

Respondent, beginning on or about January 11, 1956, has solicited the employees in the unit described in paragraph IV to deal directly with the Respondent with respect to wages, hours and working conditions, has negotiated directly with said employees with respect to wages, hours and working conditions, has interrogated said employees in groups and individually concerning their purposes in desig-

nating the Union as their bargaining representative, has instituted and sponsored among said employees a petition to repudiate said Union as their bargaining representative, has by use of threats of loss of employment induced and coerced said employees to repudiate any representation by said Union, and has promised to and did reward said employees by awarding them an increase in pay for having repudiated said Union.

VIII.

Respondent, by its activity and conduct described in paragraphs VI and VII, has been and is refusing to bargain collectively with the Union as the collective bargaining representative of Respondent's employees in the unit described in paragraph IV above in violation of Section 8 (a) (5) of the Act, and has been and is interfering with, restraining and coercing said employees in the exercise of the rights guaranteed in Section 7, in violation of Section 8 (a) (1) of the Act.

IX.

The action and conduct of Respondent, as set forth above, occurring in connection with its operations described in paragraphs I and II above, has a close and intimate and substantial relation to trade, traffic and commerce among the several states of the United States and has led to and tends to lead to labor disputes burdening and obstructing commerce and the free flow of commerce, and constitutes unfair labor practices affecting commerce within the meaning of Section 8 (a) (1) and (5) and Section 2 (6) and (7) of the Act.

Wherefore, the General Counsel of the National Labor Relations Board, on behalf of the Board, issues this Complaint against Howard-Cooper Corporation, on this 25th day of May, 1956.

THOMAS P. GRAHAM, JR.,
Regional Director National Labor Relations Board,
19th Region.

[Received in evidence as General Counsel's Exhibit No. 1-D, June 25, 1956.]

[Title of Board and Cause.]

MELTON BOYD, ESQ.,
For the General Counsel.

J. P. STIRLING, ESQ.,
Portland, Oreg.,
For the Respondent.

MR. HARRY WHITESIDE,
Oakland, Calif.,
For the Union.

Before: William E. Spencer, Trial Examiner.

INTERMEDIATE REPORT AND RECOMMENDED ORDER

Statement of the Case

This proceeding, brought under Section 10 (b) of the National Labor Relations Act (61 Stat. 136), herein called the Act, against Howard-Cooper Cor-

poration, herein called the Respondent or the Company, upon charges filed by International Union, Allied Industrial Workers of America, AFL-CIO, herein called the Union, and upon complaint and answer, was heard before the undersigned Trial Examiner upon due notice in Medford, Oregon, on June 25, 26, 1956. The allegations of the complaint, denied by the answer, are, in substance, that in violation of Section 8 (a) (1) and (5) and Section 2 (6) and (7) of the Act, the Respondent on and after January 11, 1956, engaged in certain specified activity amounting to a refusal to bargain with the Union, the duly designated representative of a majority of its employees in an appropriate unit, and interference, restraint and coercion.

All parties were represented at the hearing, participated therein, and were afforded full opportunity to present and meet material evidence and to engage in oral argument and to file briefs. There were oral statements by the General Counsel and the Respondent after the taking of the evidence. No briefs were filed.

Upon consideration of the entire record in the case and from my observation of the witnesses, I make the following:

Findings of Fact

I. The business of the Respondent

Howard-Cooper Corporation, the Respondent, is an Oregon corporation having its principal office

and place of business in Portland, Oregon, and is engaged in selling, servicing, and repairing new and used industrial and farm machinery at its plants located in the States of Washington and Oregon, including one at Central Point, Oregon, where incidents alleged herein to constitute unfair labor practices occurred. In the conduct of its business, Respondent annually purchases products valued in excess of \$10,000,000, of which approximately 75 per cent is shipped in interstate commerce to its plants from States other than those in which the said plants are located; and annually provides services and makes sales of equipment valued in excess of \$10,000,000.

On the basis of the foregoing undisputed facts, it is found that the Respondent is engaged in commerce within the meaning of the Act and that it will effectuate the policies of the Act for the Board to assert jurisdiction.

II. The labor organization involved

International Union, Allied Industrial Workers of America, AFL-CIO, is a labor organization within the meaning of the Act and admits to membership employees of the Respondent.

III. The unfair labor practices

A. The refusal to bargain

The allegations of unfair labor practices herein are based on incidents occurring in November, 1955, and January, 1956, at Respondent's plant in Central

open for employee complaints he did not know why the employees had authorized the Union to represent them. Supplementing Parker's testimony concerning his remarks, Employee Alan Bishop testified that Parker said he had no objections to unions in their proper place but they tended to lead to hard feelings and strikes, people out of work, and neighbors not speaking to each other, and that he did not believe that a third party was necessary in straightening out grievances inasmuch as the Company's doors were always open for complaints; and Employee Stanley L. Long testified that Parker said unions created hard feelings, guys standing outside the homes of workers to "beat up" on families, broken windows, soup lines.

Following his introductory remarks, as set forth above, Parker invited employees to question him concerning any grievances they might have. After some hesitation, one employee raised the question of a "coffee break," saying that he understood this was allowed at other branch plants. Parker replied that he saw no objection to it, that the employees should discuss it with the branch manager and whatever he decided would be satisfactory. Following Parker's visit the employees were granted a coffee break of 10 minutes. Other problems were raised, such as the furnishing and laundering of coveralls, and matters concerning health and accident insurance and maternity benefits. It appears that no commitments were made and no action taken relative to these matters. According to the credited testimony of Employee John G. Hennagar, he complained that an

employee had to work six months before receiving paid holidays, whereupon Parker questioned Heaton and Thrash and on learning that this was correct, told Hennagar that he, Parker, would "take care of that right there." Parker further informed these employees that the Respondent had earlier decided to grant a ten cent an hour wage increase to all employees of its branch plants, but he did not know whether the Company could legally grant it to employees of the Central Point plant with the Union "in the picture."

Following Parker's visit, Thrash had individual interviews with some of the employees, apparently on the theory that they were constrained in expressing their grievances to Parker in joint assemblage. Employee John G. Hennagar testified that Thrash said he did not think that Parker had accomplished all he was after whereupon he, Hennagar, suggested that the employees be called in one at a time. According to Hennagar, in his conversation with Thrash, it was mentioned that on some previous occasion the plant had been closed due to a strike "or some union affair." On further questioning, Hennagar testified that there was no mention of a strike and to the best of his recollection what was said was that the employees voted for union representation whereupon the shop was closed down. Thrash, though present in the hearing room, did not testify. It is found that he made the statement attributed to him by Hennagar.¹

¹In a prehearing affidavit taken by a Board agent, Parker stated: I didn't tell any employee or anyone else that the Company would close its Central Point

Also on the day following Parker's visit to the Central Point plant, a petition was prepared and posted in the plant. It bore the following text:

The undersigned employees of Howard-Cooper Corp., Central Point branch respectfully petition that no action be taken regarding union organization and representation for this shop. Said employees have met with company officials and reached an agreement regarding working conditions and wages and do not desire to make a union affiliation at this time.

The petition was addressed to the Regional Office of the Board and copies were sent to Whiteside and the Company. It was signed by nine employees.

On the basis of the testimony of Employees Donald Squire, who did not sign a union authorization card, and Charles A. Brown, Jr., who was quitting his job with the Respondent, I find that the petition resulted from conferences between these two employees and Foreman Thrash. Brown was absent from the plant on January 11 and on his return to

establishment or its shop there if it went union nor did I make any statements of that sort. I heard that Hi Thrash, our shop foreman at Central Point, Oregon had made some such statement. I called him about it and he admitted that he had discussed it with some of the men when they asked him about it. I told him not to make any such statements as he was just getting us into trouble with them.

There is no evidence, however, that this communication from Parker to Thrash was published to the employees, or any other communication repudiating or disavowing Thrash's statement.

his job there the following morning he was summoned to Thrash's office where the matter of the wage increase mentioned by Parker was discussed. Thrash told him, as Parker told the employees the previous day, that the increases had been agreed upon by the Respondent but that because of the Union it was doubted whether it could lawfully be put into effect at the Central Point plant. Brown told Thrash, in effect, that he was quitting his job and would like to help the employees get the wage increase. The matter of the petition was then raised. Brown testified that he did not remember whether he or Thrash made the suggestion. In any event, according to his testimony, they agreed that a petition would be the proper form to use in obtaining the wage increase. Further according to Brown, he made a rough draft of a petition, discussed it with Squire, and as a result of talks between himself, Squire and Thrash, it was decided to send copies of the petition to the Board, the Company, and Whiteside. Brown had the petition typed in Thrash's office, got the address of the Regional Office of the Board from the office manager, and about the middle of the afternoon of January 12, posted the petition next to the time clock. Squire who substituted for Thrash when the latter was absent from his job and who while acting in that capacity had certain supervisory functions, testified that he also talked to Thrash on January 12, and that between them it was generally agreed that one way to get the wage increase was to file a petition such as the one that was actually pre-

pared and filed. He testified that the matter of the petition was probably a combination of Thrash's suggestions and his own initiative.

Only two employees signed the petition on January 12, Squire and Ted C. McCoy, neither of whom had signed union authorization cards.

When he returned from a field assignment to the plant late on the afternoon of January 12, Employee Bishop saw the petition, and that evening he got in touch with Whiteside, and asked him what the employees signing union cards should do with respect to the petition. Whiteside replied that he thought the petition was for the purpose of discovering the identity of those who had authorized the Union as their bargaining representative, and it was his advice that all these employees sign it. (Apparently, it was only when he saw a copy of the petition in Portland on or about January 18, that Whiteside realized its full implications.) Bishop passed this advice on to his fellow employees who had signed authorization cards and on the following day seven additional signatures were added to the petition. In his meeting with Bishop, Whiteside also told the latter that the Union would write a letter to the Company agreeing to the wage increase. Such a letter was written, bearing the date of January 14, and the Respondent thereupon, or shortly thereafter, effectuated the wage increase with respect to the Central Point plant along with other branch plants, making it retroactive to January 9. The employees had no notification that the

wage increase would be granted until they received their pay checks at the end of the following week.

On being informed that the Respondent would enter into a consent election agreement, Whiteside at first indicated assent, but after meeting with employees of the Central Point plant on or about January 16, and learning from them details of Parker's visit to the plant on January 11, and certain benefits that had been granted as a result of that visit, and upon advice of his superiors, Whiteside ultimately declined to enter into an election agreement, and on January 23, filed a charge of unfair labor practices against the Respondent.

The foregoing virtually undisputed facts establish the refusal to bargain. At no time did the Respondent question the Union's majority and there is no basis for assuming that it had a good faith doubt of it. When Parker met with the employees of the Central Point plant he attempted to bargain directly with them individually and as a group but without union representation. Fully informed as he was of the Union's claim of representation, his purpose clearly was to avoid bargaining with the Union and to supplant collective bargaining through a chosen agent of the employees with direct bargaining between management and employees. If the Union was indeed the duly designated representative of the employees involved, such action being the negation of bona fide collective bargaining, was so clearly violative of the Act that no extended comment is necessary. Not only did Parker attempt to deal directly

labor practices. Under such circumstances the Union's representative status would remain intact and Respondent's obligation to bargain would be a continuing one.

B. The appropriate unit

All parties agree and it is found, as alleged in the complaint, that all employees employed by the Respondent at its Central Point, Oregon, plant, to service, repair and maintain tractors and heavy machinery, including parts men and maintenance men, but excluding office clerical employees, salesmen, supervisors, guards, and professional employees as defined in the Act, comprise a unit appropriate for the purpose of collective bargaining within the meaning of Section 9 (a) of the Act.

C. The Union's majority

The parties agree and it is found that at all times material herein there were 12 employees in the aforesaid appropriate unit. One of these, J. E. Carroll, was hospitalized in November when the Union first distributed authorization cards and was not at that time nor thereafter on active duty. A new employee, Hubert Curtis, was hired in November on his job but Curtis testified that he was told at the time of his hiring that the job would revert to Carroll if and when the latter returned to active duty. The General Counsel at the hearing appeared to concede that at times material to the question of the Union's majority Carroll had a reasonable expectancy of continued employment and raised no objection to testimony of

a hearsay character tending to show that Carroll was carried on Respondent's payroll in inactive status until sometime in March, 1956, when it became apparent that he would be unable to resume his duties as an employee.

Of the 12 employees in the appropriate unit, 6 testified that on or before the union meeting of November 16, 1955, they signed cards authorizing the Union to represent them. Whiteside, the Union's representative, had misplaced or lost the original cards bearing the employees' signatures, and therefore they were not produced at the hearing. There was no showing that they could not have been produced had there been an exercise of reasonable diligence in the matter, but upon mature consideration I am persuaded that this failure to produce the original cards is not fatal to proof of a majority. The oral testimony alone of the 6 employees that they had designated the Union, if believed, would be probatively sufficient to establish that the designations were made, for it is not required that such designations be made in writing or in any prescribed form. Action, such as participating in picket line duty, might, under some circumstances, be sufficient to establish authorization. I do not think therefore that we are confronted with proof of the contents of a document calling for a strict application of the best evidence rule. Authorization forms which, according to the credible testimony, are identical with those bearing the employees' signatures, were received in evidence and I do not understand that any question is raised

that these were in fact the forms used to obtain authorizations. Two of the 6 employees testified that when they signed the authorization cards they understood that they were merely for the purpose of having a union meeting, but they admitted that at the meeting of November 16, they understood that the cards had the effect of designating the Union their bargaining representative, and they did nothing then or thereafter prior to the petition of January 12, which could reasonably be construed as revoking or modifying their assent to union representation.

A seventh employee, Richard Hachenberg, was at the time of the hearing serving National Guard duty and was therefore not available to testify. Employee Bishop testified that Hachenberg gave him an authorization card bearing Hachenberg's name for transmittal to Whiteside at the union meeting on November 16, and Whiteside testified that he received from Bishop an authorization card bearing Hachenberg's name on that occasion. The testimony was that Hachenberg attended the meeting near its close, having been detained from earlier attendance by National Guard duty. It was Bishop's further credible testimony that Hachenberg signed the petition of January 12, only after Bishop had informed him that Whiteside had advised that all those who had authorized the Union as their bargaining representative, sign it. The only two names affixed to the petition on January 12, were those of McCoy and Squire who did not sign authorization cards, and all

seven of the names affixed to the petition on the following day, after Whiteside had issued his advice through Bishop, were employees who, according to the testimony, had signed authorization cards.

Although entertaining doubts in the first instance because of the failure of Hachenberg to testify and the failure to produce the authorization card bearing his signature, on further consideration I am persuaded to the view that these omissions were not fatal, for on the basis of the credible testimony of Bishop and Whiteside and the entire circumstances disclosed by the testimony, I am convinced the Hachenberg did in fact authorize the Union to act as his bargaining representative. His action alone in handing Bishop an authorization card bearing his name for transmittal to the Union's representative appears to me to be entirely inconsistent with any conclusion except that he did thereby intend to, and did in fact, designate the Union his bargaining representative.

D. Conclusions

It is found that on January 4, 1956, when the Union requested recognition and bargaining rights, and on January 11, 1956, when the Respondent refused to recognize and bargain with the Union, the Union had been designated by a majority of employees in an appropriate unit. It accordingly is found that the Respondent in refusing to recognize and bargain with the Union violated Section 8 (a) (1) and (5) of the Act. Further, in offering induce-

ments to employees as a reward for repudiating union representation; in participating in and fostering the antiunion petition of January 12, 1956; and in Foreman Thrash's veiled threat of plant closure in the event of union authorization, the Respondent interfered with, restrained and coerced its employees in violation of Section 8 (a) (1) of the Act.

IV. The effect of the unfair labor practices upon commerce

The activities of the Respondent set forth in Section III, above, occurring in connection with the operations of the Respondent described in Section I above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

Upon the basis of the foregoing findings of fact and upon the entire record in the case, I make the following:

Conclusions of Law

1. The Union is a labor organization within the meaning of Section 2 (5) of the Act.

2. Since November 16, 1955, the Union has been, and now is the exclusive representative of all Respondent's employees in the following unit appropriate for purposes of collective bargaining within the meaning of Section 9 (a) of the Act:

All employees employed by the Respondent at its Central Point, Oregon plant to service, repair and maintain tractors and heavy machinery, including parts men and maintenance men, but excluding office clerical employees, salesmen, supervisors, guards, and professional employees, as defined by the Act.

3. By refusing on and after January 11, 1956, to bargain collectively with the Union as exclusive representative of employees in the above appropriate unit, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) (5) of the Act.

4. By interfering with, restraining and coercing its employees in the exercise of rights guaranteed in Section 7 of the Act, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) (1) of the Act.

5. The aforesaid unfair labor practices affect commerce within the meaning of Section 2 (6) and (7) of the Act.

Recommendations

Upon the basis of the foregoing findings of fact and conclusions of law and upon the entire record in the case, it is recommended that the Respondent, Howard-Cooper Corporation, Portland, Oregon, its officers, agents, successors and assigns, shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with the Union as the exclusive representative of all employ-

ees in the unit above found to be appropriate, with respect to rates of pay, wages, hours of work, and other conditions of employment;

(b) Discouraging membership in or activities on behalf of the Union or any other labor organization, by seeking through threats or the granting of or promise of benefits to induce its employees to repudiate or to refrain from membership in or activities on behalf of the Union, or any other labor organization;

(c) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of their rights to self-organization, to form and join labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection as guaranteed in Section 7 of the Act, or to refrain from any or all such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8 (a) (3) of the Act.

2. Take the following affirmative action designed to effectuate the policies of the Act:

(a) Upon request, bargain collectively with the Union as the exclusive representative of employees in the unit described above and found to be appropriate, with respect to rates of pay, wages, hours of work, and other conditions of employment, and if an

understanding is reached, embody such understanding in an agreement;

(b) Post at its place of business in Central Point, Oregon, copies of the notice attached hereto marked Appendix. Copies of the notice, to be furnished by the Regional Director for the Nineteenth Region, Seattle, Washington, shall, after being duly signed by Respondent's representative, be posted by the Respondent immediately upon receipt thereof, and maintained by it for a period of sixty (60) days thereafter in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material;

(c) Notify the Regional Director for the Nineteenth Region in writing, within twenty (20) days from the date of the service of this Intermediate Report and Recommended Order, what steps the Respondent has taken to comply therewith.

It is further recommended that, unless within twenty (20) days from the date of the service of this Intermediate Report and Recommended Order the Respondent notifies said Regional Director that it will comply with the foregoing recommendations, the Board issue an order requiring the Respondent to take the aforesaid action.

Dated this .. day of July, 1956.

/s/ WILLIAM E. SPENCER,
Trial Examiner.

Appendix

Notice to All Employees

Pursuant to

The Recommendations of a Trial Examiner
of the National Labor Relations Board, and in order
to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

We Will Not discourage membership in International Union, Allied Industrial Workers of America, AFL-CIO, or in any other labor organization, by seeking through threats or the granting of or promise of benefits to induce our employees to repudiate or to refrain from membership in or activities on behalf of the above-named or any other labor organization.

We Will Not interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form, join, or assist the above-named or any other labor organization, to bargain collectively through representatives of their own choosing, or to refrain from any and all such activities, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8 (a) (3) of the Act.

We Will bargain collectively, upon request, with the above-named labor organization, as the exclusive representative of all employees in the appropriate unit, with respect to wages, rates of pay, hours of

employment and other conditions of employment, and if an understanding is reached, embody such understanding in a signed agreement. The appropriate unit is:

All employees of the Central Point, Oregon, plant engaged in servicing, repairing and maintaining tractors and heavy machinery, including parts men and maintenance men, but excluding office clerical employees, salesmen, supervisors, guards, and professional employees as defined by the Act.

All our employees are free to become and remain members of the above-named or any other labor organization.

HOWARD-COOPER
CORPORATION,
(Employer.)

Dated

By,
(Representative.) (Title.)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

[Title of Board and Cause.]

ERRATUM

The name of the labor organization involved in the subject case is corrected to read: International

above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. Thereafter, the Respondent filed exceptions to the Intermediate Report.

The Board has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the exceptions, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner, with the following additions:

The Trial Examiner found that a majority of the Respondent's employees in an appropriate unit had designated the Union as their representative and that, therefore, the Respondent refused to bargain with the Union in violation of Section 8 (a) (5) of the Act. The Respondent's exceptions, in the main, attack the validity of the finding of majority designation by the Trial Examiner because of the absence of direct proof that employee Hachenberg, whose designation is needed to establish the Union's majority, had authorized the Union to represent him.

Of the 12 employees whom the parties agreed were in the appropriate unit, 6 testified that they had signed cards authorizing the Union to represent them. Although the cards were not produced at the

hearing, and there was no showing that they could not have been produced through the exercise of due diligence, it is clear that the testimony of the employees involved is itself probative of the Union's majority status.² On the basis of their testimony, we find, as did the Trial Examiner, that these 6 employees did in fact designate the Union as their representative.

As to the crucial seventh employee, Richard Hachenberg, who allegedly also signed a card but was unable to appear as a witness at the hearing because he was serving National Guard duty, employee Bishop testified that, when he called at Hachenberg's home to offer him a ride to the Union meeting being held that evening, Hachenberg did not accompany him but gave him a union authorization card appearing to bear Hachenberg's signature for transmittal to Whiteside, the Union representative, and that he, Bishop, turned the card over to Whiteside at the meeting. Whiteside testified that among the cards he received was one bearing Hachenberg's name. Bishop also testified that Hachenberg arrived late at the meeting. He further testified that, at the beginning of the January 13 work day, he informed Hachenberg, in response to the latter's inquiry, that Whiteside advised all who had signed cards to sign the petition posted on January 12, in order to protect themselves. Subsequently, the names of the 6 employees found above to have designated the Union to represent them, and that of Hachenberg, were

²Idaho Egg Producers, 111 NLRB 93, 107 (IR).

added to the petition. Like the Trial Examiner, we find, upon the basis of the foregoing uncontroverted evidence, and the record as a whole, that Hachenberg had also designated the Union to represent him.

We accordingly find, as did the Trial Examiner, that the Respondent unlawfully refused to bargain with the Union.

ORDER

Upon the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the Respondent, Howard-Cooper Corporation, Portland, Oregon, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with the Union as the exclusive representative of all employees at the Respondent's Central Point, Oregon, branch plant, in the unit found to be appropriate in the Intermediate Report, with respect to rates of pay, wages, hours of work, and other conditions of employment;

(b) Discouraging membership in or activities on behalf of the Union or any other labor organization, by seeking through threats or the granting of or promise of benefits to induce its employees to repudiate or to refrain from membership in or activi-

ties on behalf of the Union, or any other labor organization;

(c) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of their rights to self-organization, to form and join labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection as guaranteed in Section 7 of the Act, or to refrain from any or all such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8 (a) (3) of the Act.

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act:

(a) Upon request, bargain collectively with the Union as the exclusive representative of employees in the unit heretofore found appropriate, with respect to rates of pay, wages, hours of work, and other conditions of employment, and if an understanding is reached, embody such understanding in a signed agreement;

(b) Post at its place of business in Central Point, Oregon, copies of the notice attached hereto.³

³If this Order is enforced by a United States Court of Appeals, the notice shall be amended by substituting for the words "A Decision and Order," the words "A Decree of the United States Court of Appeals, Enforcing an Order."

Copies of the notice, to be furnished by the Regional Director for the Nineteenth Region, Seattle, Washington, shall, after being duly signed by Respondent's representative, be posted by the Respondent immediately upon receipt thereof, and maintained by it for a period of sixty (60) days thereafter in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director for the Nineteenth Region in writing, within ten (10) days from the date of this Order, what steps the Respondent has taken to comply herewith.

Dated, Washington, D. C., Feb. 5, 1957.

BOYD LEEDOM,
Chairman;

ABE MURDOCK,
Member;

PHILIP RAY RODGERS,
Member;

STEPHEN S. BEAN,
Member.

[Seal]

NATIONAL LABOR
RELATIONS BOARD.

Before the National Labor Relations Board,
Nineteenth Region

Case No. 36—CA—724

In the Matter of:

HOWARD-COOPER CORPORATION,

and

INTERNATIONAL UNION, UNITED AUTO-
MOBILE, AIRCRAFT AND AGRICUL-
TURAL IMPLEMENT WORKERS OF
AMERICA (UAW-CIO), AFL-CIO

TRANSCRIPT OF PROCEEDINGS

Monday, June 25, 1956

Pursuant to notice, the above-entitled matter came
on for hearing at 10 o'clock a.m.

Before:

WILLIAM E. SPENCER,
Trial Examiner.

Appearances:

MELTON BOYD, ESQ.,
Appearing on Behalf of General Counsel,
National Labor Relations Board.

J. P. STIRLING, ESQ.,
Appearing on Behalf of Howard-Cooper
Corporation, the Respondent.

HARRY WHITESIDE,

Appearing on Behalf of International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW-CIO), AFL-CIO, the Charging Party.

Trial Examiner Spencer: The hearing is in order.

This is a formal hearing before the National Labor Relations Board in the matter of Howard-Cooper Corporation and International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW-CIO), AFL-CIO, Case No. 36-CA-724.

The Trial Examiner appearing for the National Labor Relations Board is William E. Spencer.

I note the following appearances: For the General Counsel, Melton Boyd, Esquire; for the Respondent, J. P. Stirling, Esquire, of Portland, Oregon; for the Charging Union, Harry Whiteside, Oakland, California.

Mr. Whiteside, I take it you are not an attorney?

Mr. Whiteside: No, sir. [3*]

* * *

Mr. Boyd: I will make available to the Trial Examiner at this time document marked for identification General Counsel's Exhibit 1, being made up of the following included documents, which I ask the Reporter to mark A, B, C, in sequence:

1-A, being the charge against the employer, filed

***Page numbering appearing at top of page of original Reporter's Transcript of Record.**

on January 23rd; B, the proof of service thereof; C, the notice of hearing upon this complaint; D, the complaint itself; E, the proof of service of the complaint, charge and notice of hearing and F, the answer of the Respondent.

(Thereupon, the documents above referred to were marked General Counsel's Exhibits Nos. 1-A to 1-F, inclusive, for identification.)

Mr. Boyd: These documents are in duplicate in General [4] Counsel's Exhibit 1, and I offer them in this record and in evidence.

Trial Examiner: Do you have any objection, Mr. Stirling?

Mr. Stirling: I have no objection.

Trial Examiner: They are received.

(The documents heretofore marked General Counsel's Exhibits Nos. 1-A to 1-F, inclusive, for identification, were received in evidence.)

Mr. Boyd: May I bring to the Trial Examiner's attention the answer of the Respondent is a general denial of all matters alleged in the complaint.

Trial Examiner: That includes jurisdiction, I take it?

Mr. Boyd: It does, but I have discussed this matter with Counsel, and I believe I'm correct in the following, and I ask him to verify it as I proceed:

The allegations of paragraph numbered I, which are the commerce facts, they will now stipulate are to be admitted as a fact.

Mr. Stirling: That's right.

Mr. Boyd: The allegations of Paragraph II, a legal conclusion that the operations of the employer affect commerce, they are stipulating to that, admitting that to be the effect of the employer's operations. Is that correct?

Mr. Stirling: That's right.

Mr. Boyd: Paragraph III, the status of the [5] labor organization, as a labor organization, they're admitting that to be a fact.

Mr. Stirling: That's right.

Mr. Boyd: Paragraph numbered IV, description of the unit of employees appropriate for collective bargaining, they're admitting that that is an appropriate unit, and it may be so found by the Board.

Mr. Stirling: It may be so stipulated.

Mr. Boyd: Paragraph numbered VI alleges certain information. It's my understanding that they will admit fully the allegations of paragraph numbered VI.

Mr. Stirling: No, I don't believe that's so, Mr. Boyd. We would admit that we did receive a letter from Mr. Whiteside. Whatever conclusions may be drawn from that may be——

Mr. Boyd: Rather than develop that by a stipulation, it's so brief and it will come into the testimony, and we'll proceed from there with the adducing of evidence.

Trial Examiner: All right. Then the matter of commerce, status of the union as a labor organization, and the appropriateness of the unit as alleged in the complaint, are matters that are stipulated to?

Mr. Boyd: That is right.

Mr. Stirling: That's right.

Mr. Boyd: I would call as our first witness, if the Trial Examiner is ready, Mr. Whiteside. [6]

HARRY WHITESIDE

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Boyd:

Q. Your name is what?

A. Harry Whiteside, International Representative, United Auto Workers.

Q. Were you so employed in the latter part of last year and the early part of this year?

A. Yes.

Q. In what capacity?

A. International Representative.

Q. And in what area were you—to what area were you assigned at that time?

A. I was assigned Oregon since April of 1955 through February the 2nd.

Q. Of '56? A. Yes.

Q. At the present time, to where are you assigned?

A. I'm assigned to Salt Lake temporarily.

Q. And is any other representative of the UAW assigned now to this territory?

A. No. We're using national AFL-CIO representatives.

(Testimony of Harry Whiteside.)

Q. Directing your attention to the operations of the Howard-Cooper Corporation at Central Point, Oregon, did you in your [7] capacity as a representative of the UAW-CIO make any effort to organize the employees of that company? A. Yes.

Q. When?

A. Approximately November 7th is when I first delivered the leaflet book to the fellows at the plant at their work.

Q. That's last year, 1955? A. Yes.

Q. What was that which you delivered to them?

A. I delivered leaflets, and stapled to it an authorization card.

Q. Now, did you get back from any of them these authorization cards?

A. The first delivery that I can recall, I think I received none the first delivery. Then approximately around the 16th of the month, I called a meeting and in between the 7th and the 16th I had been handed one or two cards, but by the meeting of the night of the 16th, I had seven. Some had been mailed; some had been handed to me.

Q. I hand you a document marked for identification General Counsel's Exhibit No. 2 and ask you to state whether that is the form of the card that you issued with your literature on the night of November 7th? A. Yes, this is the type of card.

(Thereupon, the document above referred to was marked General Counsel's Exhibit No. 2 for identification.) [8]

(Testimony of Harry Whiteside.)

Q. In the form that you got the cards from the employees? A. Yes.

Mr. Boyd: I offer in evidence General Counsel Exhibit No. 2.

Mr. Stirling: Let's see the card he looked at.

Mr. Boyd: All right.

Mr. Stirling: I have no objection.

Trial Examiner: Received.

(The document heretofore marked General Counsel's Exhibit No. 2 for identification was received in evidence.)

GENERAL COUNSEL'S EXHIBIT No. 2

Mail This Card Today

Authorization for Union Representation Under the Federal Labor Laws of the United States Government!

Do you want the UAW-CIO to bargain for you for a signed labor contract providing for wage increases, better vacation pay, job security, and other improved conditions of employment?

YES ☐ No ☐ Date.....

My Signature..... Phone.....

(Write—do not print)

My Address

City..... Zone No.....

I am employed by.....Co.....How long?.....

(Testimony of Harry Whiteside.)

Kind of work I do.....Dept.....

Present Wage Rate \$.....

I am on: Day ☐ Swing ☐ Graveyard ☐ Shift

Drop This Filled-Out Card in the Mail Box Today!

All cards are kept confidential by the UAW-CIO
and by the Federal Government.

Received in evidence June 25, 1956.

Q. (By Mr. Boyd): Having received these cards from the seven individuals, what action did you then take in November of 1955?

A. Well, at the meeting, I explained to the fellows the meaning of the card, and, at the end of the meeting, request of the fellows in the shop was that I hold up the cards until after the first of the year, until after they had had their holidays, and had been paid for it, plus that the company may give them a turkey at Christmas at a party. They didn't want to have it stymied, and to hold the election up.

Q. So, no action was taken at that time in compliance with their request? A. That's right.

Q. You say that you received seven of these cards? A. Yes.

Q. Where are the cards that you received? [9]

A. The cards that I received are now in all possibility with the fellow I turned my files over to when I left, which is Ken Gilley, which is now sta-

(Testimony of Harry Whiteside.)

tioned in San Diego, and is on a two-week vacation. He's gone three weeks.

Q. When did you learn that you did not have them in your files?

A. When I received the letter for—well, when I found out I didn't have them in my file was just about four or five days ago, when I was going through the files.

Q. And the last search you made was when?

A. Sunday.

Q. Sunday, this last week end?

A. I went over my files on Sunday, this last week.

Q. Do you recall the names of the seven people from whom you secured cards? A. Yes.

Q. Will you state their names, please?

A. May I make a statement first, or shall I make a statement of the names? I'll make a statement of the names. One was Bishop—by the way, Mr. Hearing Officer, I can't recall all the first names.

Trial Examiner: Yes, just to the best of your recollection.

The Witness: Yes. Bishop, Billups—

Trial Examiner: What's that second one?

The Witness: Billups. [10]

Mr. Boyd: B-i-l-l-u-p-s.

The Witness: Brown, Long, Henagar, and I think Hamburg.

Q. (By Mr. Boyd): That is Hachenberg, I believe the testimony will develop—H-a-c-h-e-n-b-e-r-g.

(Testimony of Harry Whiteside.)

A. Is that seven?

Trial Examiner: No; that's five, the way I get it.

Mr. Stirling: Six.

Trial Examiner: I have Bishop, Billups, Brown, Long, Hachenberg.

Mr. Boyd: And Henagar, he mentioned.

Trial Examiner: Oh, that's an additional one. I thought you were correcting the spelling.

Mr. Boyd: No. I was correcting the spelling and pronunciation of Hachenberg.

Trial Examiner: That makes six.

Q. (By Mr. Boyd): There's one more?

A. Well——

Q. Let me point to the individual in the seat second from the end back here on the front row.

A. Curtis. That's correct.

Q. Then it's my understanding from your testimony that each of these seven named persons had given you a card authorizing you to represent them in bargaining? A. Yes.

Q. But you took no action on it until after the first of the [11] year? A. That's correct.

Q. Now, I hand you a document marked for identification as General Counsel's Exhibit No. 3 and ask whether you can identify that document?

A. Yes.

(Thereupon, the document above referred to was marked General Counsel's Exhibit No. 3 for identification.)

(Testimony of Harry Whiteside.)

Q. (By Mr. Boyd): What do you identify General Counsel's Exhibit 3 to be?

A. That's the letter of recognition and asking for bargaining rights.

Q. And that was—what did you do with that letter?

A. I mailed that to Mr. Heaton, the plant manager, on January 4th.

Mr. Boyd: I offer in evidence General Counsel's Exhibit No. 3.

Mr. Stirling: I have no objection.

Trial Examiner: Received.

(The document heretofore marked General Counsel's Exhibit No. 3 for identification, was received in evidence.)

GENERAL COUNSEL'S EXHIBIT No. 3

Address reply to:

Harry Whiteside, International Representative,
Region No. 6, UAW-AFL-CIO,
404 Woodlark Building,
Portland 5, Oregon.

Ph.: CApitol 3-0365.

January 4, 1956.

Howard Cooper Sales & Service,
419 North Pacific Highway,
Central Point, Oregon.

Attention: Mr. H. R. Heaton, Manager.

(Testimony of Harry Whiteside.)

Gentlemen:

You, and each of you, are hereby notified that the International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW-CIO), affiliated with the American Federation of Labor and Congress of Industrial Organizations, now represent a majority of your production, service, repair, and maintenance employees.

We request that you recognize us as the exclusive representative of the above-named employees for the purposes of collective bargaining.

We also advise you not to enter into any agreement or recognize any other agent of collective bargaining as the representative of these employees until and unless certified by the National Labor Relations Board.

Please contact the writer at the address shown above so that we may arrange a mutually agreeable time to meet for the purpose of discussing this matter and perhaps begin negotiations for a labor contract for your employees.

Very truly yours,

INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW-CIO),

Affiliated with the AFL-CIO;

By /s/ HARRY WHITESIDE,

International Representative.

(Testimony of Harry Whiteside.)

Copy to:

NLRB—Seattle, Portland.

Received January 6, 1956.

Received in evidence June 25, 1956.

Q. (By Mr. Boyd): Did you receive a reply to that letter? A. No reply was sent to me.

Q. Following the elapse of time, in which you received no reply, what did you do? [12]

A. Well, I waited till the following week on Monday to receive the following Monday morning's mail to see if the company had mailed me any recognition or answer, and, getting no answer through Monday, I drew up a petition to the National Labor Relations Board and filed it on Tuesday, filed for an election and submitted the cards.

Q. I hand you a document marked for identification General Counsel's Exhibit 4 and ask whether you can identify that document, as to whether that document is a conformed copy of an original signed by you?

A. This is a copy of the petition I filed.

(Thereupon, the document above referred to was marked General Counsel's Exhibit No. 4 for identification.)

Q. (By Mr. Boyd): And that you identify as what?

A. The petition I filled out to the Board asking for an election.

(Testimony of Harry Whiteside.)

General Counsel's Exhibit No. 4—(Continued)

2. Name of Employer: Howard Cooper Corporation.

Employer Representative to Contact: H. R. Heaton, Manager.

Phone No.

3. Address(es) of Establishment(s) Involved (Street and number, city, zone, and State): 419 N. Pacific Highway, Central Point, Oregon.

- 4a. Type of Establishment (Factory, mine, wholesaler, etc): Sales & Service.

- 4b. Identify Principal Product or Service: Fire trucks, construction machinery, tractors.

5. Description of Unit Involved (If more space is needed, continue on another sheet)

Included: All production, service, repair and maintenance employees, excluding office clerical employees, guards, professional employees and supervisors as defined in the Act.

- 6a. Number of Employees in Unit: 11.

- 6b. Is This Petition Supported by 30% or More of the Employees in the Unit: ☒ Yes ☐ No.

- 7a. ☐ Request for recognition as Bargaining Representative was made on January 5, 1956, and Employer declined recognition on or about: No reply received.

8. Recognized or Certified Bargaining Agent (If there is none, so state)

Name: None.

(Testimony of Harry Whiteside.)

General Counsel's Exhibit No. 4—(Continued)

9. Date of Expiration of Current Contract, if Any
(Show month, day, and year): None.

10. If you Have Checked Box 1 D (UD) Above,
Show Here the Date of Execution of Agree-
ment Granting Union Shop (month, day, and
year)

11. Parties or Organizations Other Than Peti-
tioner Which Have Claimed Recognition as
Representatives, and Other Unions Interested
in the Employees Described in Item 5 Above
(If none, so state)

Name: None.

12. If you have checked box 1 A (RC) above, list
locals or other affiliates of Petitioner having
or soliciting members among the employees in
the unit involved; or which will serve such em-
ployees in the event the petitioner is certified
as their representative (If none, so state)

I declare that I have read the above petition and
that the statements therein are true to the best of
my knowledge and belief.

INTERNATIONAL UNION, UNITED AUTO-
MOBILE, AIRCRAFT AND AGRICUL-
TURAL IMPLEMENT WORKERS OF
AMERICA (UAW-CIO), AFL-CIO,

By /s/ HARRY WHITESIDE,
International Representative.

(Testimony of Harry Whiteside.)

General Counsel's Exhibit No. 4—(Continued)

Address: 404 Woodlark Building, Portland 5, Oregon. CA. 3-0365.

Wilfully False Statement on This Petition Can Be Punished by Fine and Imprisonment (U. S. Code, Title 18, Section 1001)

Received in evidence June 25, 1956.

Q. (By Mr. Boyd): With the filing of General Counsel's 4, what additional thing did you file with the Board?

A. I filed the seven cards that I had gotten from the employees of the company.

Q. Subsequently you received them back from the Board? A. Yes; I received them back.

Q. And that, you say, took place on January 10th? A. Right.

Q. Where were you on January 10th?

A. I was in Portland.

Q. Where were you on January 11th?

A. I was still in Portland. [14]

* * *

The Witness: Mr. Brost received a call from one of the employees at the plant that the Vice President had been in town that day.

Q. (By Mr. Boyd): In what town?

A. In Central Point, in the plant.

(Testimony of Harry Whiteside.)

Q. Then what did you do? That's enough of what was reported. What did you do?

A. I notified Mr. Brost that I would be down here the next day.

Q. Well, what did you do thereafter?

A. Well——

Q. Did you go down? A. Yes.

Q. And when did you go down? [15]

A. I came down here the following day on the 12th.

Q. On the 12th of January? A. Yes.

Trial Examiner: When he says "down here," of course, that means to Medford.

Q. (By Mr. Boyd): Is that correct?

A. Central Point.

Q. Well, you came to Medford?

A. That's right.

Q. Central Point is how far from Medford?

A. I'd say about five miles.

Q. On the 12th, after your arrival, what transpired?

A. Well, I met one of the employees at the hotel.

Q. Now, that's an employee of Howard-Cooper Corporation? A. Yes.

Q. Which one? A. Mr. Bishop.

Mr. Boyd: This, that is about to be testified to, is being offered only to account for subsequent action. It is circumstantially corroborative of testimony that will subsequently be given.

Q. (By Mr. Boyd): Will you relate what occurred when you met Mr. Bishop?

(Testimony of Harry Whiteside.)

A. Mr. Bishop informed me that Mr. Parker, the Vice President of the company, had addressed the employees in the plant. [16]

Q. On what day? A. On the 11th.

Q. That's the day before?

A. The day before, and had made statements to the employees.

Q. You don't need to go into the statements. He did tell you of what Parker had said?

A. Yes.

Q. Is that right? A. Yes.

Q. Then what other matter did Mr. Bishop report to you on?

A. And that a petition had been available to the employees in the plant to sign.

Q. And what did he tell you—what did he say with respect to this petition for the employees to sign?

A. This petition, as far as he knew, was asking the Labor Board not to conduct an election.

Q. You say as far as he knew. You mean insofar as he described it to you? A. Yes.

Mr. Stirling: I am going to object again to this matter as being hearsay.

Trial Examiner: It's hearsay as to the nature of the petition, yes, sir.

Mr. Stirling: Yes.

Mr. Boyd: I will give Counsel and the Trial Examiner [17] assurance that I am going to produce the document, but the significant thing is what was

(Testimony of Harry Whiteside.)

reported to this man at that time because it accounts for his actions at that time.

Trial Examiner: We understand.

Q. (By Mr. Boyd): When Mr. Bishop reported to you that this was the nature of the petition, what more did he say then?

Mr. Stirling: I object.

Trial Examiner: Same ruling on the assumption that it's offered for the same purpose.

Mr. Boyd: It is, and Mr. Bishop will be produced as a witness.

Trial Examiner: All right.

The Witness: Well, the substance of it, of his conversation with me, was that Mr. Parker addressed this group and had said that they wanted to give the employees an increase; however, that during this time the union had been in the picture, they couldn't give an increase.

So, I informed Mr. Bishop at that time that the union did not want to take the responsibility on its shoulders to hold back the increase, and that I would write an enabling letter to the company to grant an increase as far as the union was concerned.

Q. (By Mr. Boyd): And was that the extent of your instruction to Mr. Bishop?

A. Yes, and also he asked me what the fellows should do about [18] the petition, and I instructed him to sign the petition.

Q. You instructed him to have how many sign the petition?

A. All of our fellows that signed cards.

(Testimony of Harry Whiteside.)

Q. Everybody that signed a card?

A. Yes.

Q. Did you explain why?

A. I explained the reason why, and, if they hadn't signed, the company may come to the conclusion that that was the group that did not—who had signed our cards.

Q. That was the extent of your instruction to Bishop? A. That's correct.

Mr. Boyd: I give assurance to Counsel and the Examiner that I'll tie this into subsequent action.

Q. (By Mr. Boyd): Now, this transpired on the 12th of January? A. Yes.

Q. You did not at that time see a copy of that petition? A. No.

Q. Your knowledge of it was just as imparted to you by Mr. Bishop? A. Yes.

Q. What did you do on the 13th, if anything, that related to this case of the Howard-Cooper Corporation?

A. Well, on the 13th, I tried to get hold of the Labor Board at that time, to ask a question.

Q. You accomplished nothing on the 13th? [19]

A. Nothing on the 13th.

Q. What did you do on the 14th?

A. So, I returned to my Oakland office and drafted the letter of enabling to the company. It was mailed to them on the 14th.

Q. I hand you a document marked for identification General Counsel's Exhibit No. 5 and ask you whether you can identify that document?

(Testimony of Harry Whiteside.)

A. This is the enabling document or letter that I sent.

(Thereupon, the document above referred to was marked General Counsel's Exhibit No. 5 for identification.)

Mr. Boyd: I offer in evidence General Counsel's Exhibit No. 5.

Mr. Stirling: No objection.

Trial Examiner: Received.

(The document, heretofore marked General Counsel's Exhibit No. 5 for identification, was received in evidence.)

GENERAL COUNSEL'S EXHIBIT No. 5

United Automobile, Aircraft, Agricultural Implement Workers of America (UAW-CIO) International Union

International Headquarters: 8000 E. Jefferson, Detroit 14, Michigan.

Address reply to:

Harry Whiteside, International Representative,
Region No. 6, UAW, AFL-CIO,
404 Woodlark Building, Portland 5, Oregon.

Ph.: Capitol 3-0365.

January 14, 1956.

Howard Cooper Sales & Service,
419 North Pacific Highway,
Central Point, Oregon.

(Testimony of Harry Whiteside.)

Attention: Mr. Frank S. Parker, Vice-President;

Mr. H. R. Heaton, Manager.

Gentlemen:

It has been brought to my attention that you have informed your employees that the Company had been planning to grant them a ten-cent-an-hour wage increase, but now that the Union has petitioned for an election, you are unable to do so.

What a strange "coincidence"—the announcement of a "planned" wage increase immediately after the Company had been informed that a majority of their employees desired to be represented by the largest Union in America, the UAW AFL-CIO!

Apparently, in view of your statement, you need enabling authorization from the Union to allow you to show you are men of honor.

Therefore, you and each of you, are hereby notified that the Union has no objection to you granting your employees a ten-cent-an-hour wage increase, retroactive to any date you desire.

It is understood, of course, that the granting of any wage increase will be made free of any stated or implied obligation on the part of your employees, individually or collectively, that could or would be interpreted to mean that they should become a party to a tacit yellow-dog agreement, and/or should refrain from securing the benefits of Union represen-

(Testimony of Harry Whiteside.)

tation by the exercise of such rights as guaranteed them by the United States Government in the National Labor-Management Relations Act of 1947, as amended.

Also, to show that you have all honorable intentions of abiding by this law and will carry out your legal obligations to comply with its provisions in good faith, we urge that you abide by the wishes of a majority of your employees, and enter into an Agreement for Consent Election immediately so that your employees may, without duress, freely choose the Union representation they desire, and without undue delay.

Very truly yours,

/s/ HARRY WHITESIDE,

International Representative.

HW:nw

liu1811aflcio

Duplicate copies to:

NLRB

Howard-Cooper Employees

Received January 17, 1956.

Received in evidence June 25, 1956.

Q. (By Mr. Boyd): Now, on January—what was the next action you took thereafter that related to the situation at Howard-Cooper Corporation?

(Testimony of Harry Whiteside.)

A. Well, Monday, I was back here——

Q. In Medford?

A. In Medford, and I received a call from my Portland office, that a petition was in the office from the Howard-Cooper employees at Central Point. I had figured then at that time it was the same one that Bishop had talked to me, so I asked the [20] girl just what the contents were, what is said, and she said——

Q. Did she read it to you?

A. No; she didn't read it.

Q. What did she tell you?

A. She just said that it looks like they don't want the union to go through with an election. They sent a petition to the Board, and we have a copy. So, I told her that was all right, that I had heard about it. So, I hung up and I called the Labor Board and asked for Mr. Hedges.

Q. Mr. Hedges is a field examiner of the Labor Board? A. Yes.

Q. And why did you call for Mr. Hedges? How did you happen to call for him?

A. Well, I wanted to know——

Q. Well, had you been notified that he was the field examiner that had been assigned to the handling of your petition? A. Yes.

Q. Which was in Case No. 36-RC-1165, filed on January 10th? A. Yes. I was so notified.

Q. So, you called him? A. Yes.

Q. You called for him because of that?

(Testimony of Harry Whiteside.)

A. Yes. I wanted to know what bearing the petition would have on our petition for an election.

Q. What bearing the employees' petition would have on your [21] petition?

A. Yes, and he told me at the time it would have no bearing on the petition that I filed. So, that was the extent of the conversation.

Q. Well, now, let me understand you correctly—well, all right, we'll just let it stand. Go ahead.

A. Then in the afternoon, Mr. Hedges called me and told me that Mr. Stirling, the lawyer for the Howard-Cooper Company, had talked to him and agreed on a consent election, and would it be all right if he drew up the papers on this election case, and I notified him then that I have no objection to him drawing up the petition.

Q. Well, did you say you had no objection, or did you indicate whether you would or would not enter into a consent agreement?

A. Why, I indicated that, if he would draw it up, why, I would come in and probably would sign it.

Q. This was, you say, in the afternoon of January 14th, Monday—January 16th, Monday?

A. That's correct.

Q. Did you return to Portland immediately?

A. Yes; on the 18th.

Q. On the 18th. Well, what transpired with respect to the Howard-Cooper Corporation between the 16th, when you heard that they would enter into a consent agreement, and the 18th? [22]

(Testimony of Harry Whiteside.)

A. Why, I called a meeting of the fellows at the plant.

Q. You called it at the plant?

A. No. I called a meeting of the fellows of the plant at the Woodworkers Hall, and which we later transferred to the hotel, and I noticed when they came into the room that something had changed. So, I got into a conversation with them, and they told me that, effective as of that day or the previous day, the company had granted coffee, chocolate, tea, sugar and cream, and time to drink it on company time, which to me—I had to think it over just what the whole situation and picture would be.

So, I asked the fellows at the time and explained to them about the lawyer and the petition in Portland, and what was their position or what did they think about going ahead with an election. The answer at that time was that they didn't think we should go ahead.

Q. That is, these employees who were there?

A. Yes.

Q. This meeting was held on what date?

A. That was on the 17th. That was the day before I went to Portland.

Q. This was the evening of the 17th?

A. Yes.

Q. All right. Now, you say you went into Portland then on the 18th? A. That's right. [23]

Q. When you got to your office in Portland, tell us what took place there.

(Testimony of Harry Whiteside.)

A. The secretary gave me several letters to read. Included in this group was, No. 1, the petition——

Q. Now, this was what petition?

A. That the employees had signed and had sent to the Labor Board, as I had believed up to that time, asking not to conduct an election.

Q. And what was the other document?

A. The other document was a copy of the petition that the lawyer had signed for the consent election.

Q. That's the consent election agreement?

A. Yes.

Q. That was waiting for you in the mail?

A. Yes.

Q. I'll hand you a document marked for identification General Counsel's Exhibit 6, to see whether you can identify the document so marked.

A. I'm sure that's the——

Q. Is that the document that you had in the mail from your office—in your office upon your arrival there in Portland?

A. I'm sure it is the one, yes.

(Thereupon, the document above referred to was marked General Counsel's Exhibit No. 6 for identification.)

Q. (By Mr. Boyd): This is the one you had and submitted to me, [24] wasn't it, and I handed back to you? A. Yes.

Mr. Boyd: I offer in evidence General Counsel's 6.

(Testimony of Harry Whiteside.)

Trial Examiner: What is it? The petition for consent election?

Mr. Boyd: No. This is the consent agreement which bears the signature, as testified by the witness, of Respondent's attorney.

Mr. Stirling: I have no objection.

Mr. Boyd: I offer GC-6 in evidence.

Trial Examiner: Received.

(The document, heretofore marked General Counsel's Exhibit No. 6 for identification, was received in evidence.)

GENERAL COUNSEL'S EXHIBIT No. 6

United States of America
National Labor Relations Board

Agreement for Consent Election

Pursuant to a Petition duly filed under Section 9 of the National Labor Relations Act as amended, and subject to the approval of the Regional Director for the National Labor Relations Board (herein called the Regional Director), the undersigned parties hereby waive a hearing and Agree as Follows:

1. Election—An election by secret ballot shall be held under the supervision of the said Regional Director, among the employees of the undersigned Employer in the unit defined below, at the indicated time and place, to determine whether or not such

(Testimony of Harry Whiteside.)

General Counsel's Exhibit No. 6—(Continued)

employees desire to be represented for the purpose of collective bargaining by (one of) the undersigned labor organization(s). Said election shall be held in accordance with the National Labor Relations Act, the Board's Rules and Regulations, and the customary procedures and policies of the Board, provided that the determination of the Regional Director shall be final and binding upon any question, including questions as to the eligibility of voters, raised by any party hereto relating in any manner to the election, and provided further that rulings or determinations by the Regional Director in respect of any amendment of any certification resulting therefrom shall also be final.

2. Eligible Voters—The eligible voters shall be those employees included within the Unit described below, who were employed during the payroll period indicated below, including employees who did not work during said payroll period because they were ill or on vacation or temporarily laid off, and employees in the military services of the United States who appear in person at the polls, but excluding any employees who have since quit or been discharged for cause and have not been rehired or reinstated prior to the date of the election and any employees on strike who are not entitled to reinstatement. At a date fixed by the Regional Director, the Employer will furnish to the Regional Director an accurate list of all the eligible voters, together

(Testimony of Harry Whiteside.)

General Counsel's Exhibit No. 6—(Continued)
with a list of the employees, if any, specifically excluded from eligibility.

3. Notices of Election—The Regional Director shall prepare a Notice of Election and supply copies to the parties describing the manner and conduct of the election to be held and incorporating therein a sample ballot. The Employer, upon the request of and at a time designated by the Regional Director, will post such Notice of Election at conspicuous and usual posting places easily accessible to the eligible voters.

4. Observers—Each party hereto will be allowed to station an equal number of authorized observers, selected from among the nonsupervisory employees of the Employer, at the polling places during the election to assist in its conduct, to challenge the eligibility of voters, and to verify the tally.

5. Tally of Ballots—As soon after the election as feasible, the votes shall be counted and tabulated by the Regional Director, or his agent or agents. Upon the conclusion of the counting, the Regional Director shall furnish a Tally of Ballots to each of the parties. When appropriate, the Regional Director shall issue to the parties a certification of representatives or certificate of results of election, as may be indicated.

6. Objections, Challenges, Reports Thereon—Objections to the conduct of the election or conduct

(Testimony of Harry Whiteside.)

General Counsel's Exhibit No. 6—(Continued)

affecting the results of the election, or to a determination of representatives based on the results thereof, may be filed with the Regional Director within five days after issuance of the Tally of Ballots. Copies of such objections must be served upon the other parties at the time of filing with the Regional Director. The Regional Director shall investigate the matters contained in the objections and issue a report thereon. If objections are sustained, the Regional Director may in his report include an order voiding the results of the election and, in that event, shall be empowered to conduct a new election under the terms and provisions of this agreement at a date, time, and place to be determined by him. If the challenges are determinative of the results of the election, the Regional Director shall investigate the challenges and issue a report thereon. The method of investigation of objections and challenges, including the question whether a hearing should be held in connection therewith, shall be determined by the Regional Director, whose decision shall be final and binding.

7. Run-off Procedure—In the event more than one labor organization is signatory to this agreement, and in the event that no choice on the ballot in the election receives a majority of the valid ballots cast, the Regional Director shall proceed in accordance with the Board's Rules and Regulations.

8. Commerce—The Employer is engaged in com-

(Testimony of Harry Whiteside.)

General Counsel's Exhibit No. 6—(Continued)
merce within the meaning of Section 2(6)(7) of the National Labor Relations Act.

9. Wording on the Ballot—Where only one labor organization is signatory to this agreement, the name of the organization shall appear on the ballot and the choice shall be "Yes" or "No." In the event more than one labor organization is signatory to this agreement, the choices on the ballot will appear in the wording indicated below and in the order enumerated below, reading from left to right on the ballot:

First.

Second.

Third.

Fourth.

10. Payroll Period for Eligibility—Shop employees pay period ending 1-15-56. Parts men pay period ending 1-7-56.

11. Date, Hours, and Place of Election—Date: Tuesday, January 31, 1956. Hours: 12:00 noon to 12:30 p.m. Place: Employer's shop at Central Point, Oregon.

12. The Appropriate Collective Bargaining Unit—All employees employed at the Employer's Central Point, Oregon, plant to service, repair and maintain tractors and heavy machinery, including parts men and maintenance men but excluding su-

(Testimony of Harry Whiteside.)

General Counsel's Exhibit No. 6—(Continued)
pervisors, guards and professional employees as provided in the Act, and office clerical and technical employees and salesmen.

If Notice of Representation Hearing has been issued in this case, the approval of this agreement by the Regional Director shall constitute withdrawal of the Representation Hearing heretofore issued.

HOWARD-COOPER
CORPORATION,

(Employer);

By /s/ J. P. STIRLING,
(Name and Title).

INTERNATIONAL UNION, UNITED AUTO-
MOBILE, AIRCRAFT AND AGRICUL-
TURAL IMPLEMENT WORKERS OF
AMERICA (UAW-CIO), AFL-CIO.
(Petitioner.)

Case No.: 36-RM-1165.

THOMAS P. GRAHAM, JR.,
Regional Director;

By ROBERT J. WIENER,
Officer in Charge, Regional Director, National
Labor Relations Board.

Received in evidence June 25, 1956.

(Testimony of Harry Whiteside.)

Q. (By Mr. Boyd): With respect to this, Mr. Whiteside, I notice there is some slight variance between the description of the unit in the petition, as you filed it, and in the consent agreement that you indicated that you would agree to. This is not an issue in this matter, but it may have a slight bearing. Specifically, I notice that the consent agreement, as does the stipulated unit in the complaint, includes parts men. You agreed, did you not, with Mr. Hedges in telephone conversation that the parts men would be included in the unit? A. Yes.

Mr. Boyd: There is that specific provision that varies from the petition. [25]

Q. (By Mr. Boyd): You state that you received another document in the mail, being a copy of the petition of the employees, is that correct?

A. Yes.

Q. Was that one that you received an executed copy? Did it carry signatures on it?

A. I believe they were, either a carbon copy or a signature—I know it was in writing. It was not typed.

Q. Was any portion of it typed?

A. Just the clause, the paragraph up above, that was all.

Q. The text of the document was typed?

A. Right.

Q. But there were signatures——

A. Below.

Q. Apparently handwriting, and you had a carbon copy? A. Yes.

(Testimony of Harry Whiteside.)

Q. Is that correct? A. Yes.

Q. I hand you here document marked for identification General Counsel's Exhibit 7, which upon its face appears to be an original, an originally typed and signed document. May I ask whether you can identify that in relation to the document and in comparison with the document that you received in your office when you arrived there on January 18th? A. Yes; I received a copy of this. [26]

(Thereupon, the document above referred to was marked General Counsel's Exhibit No. 7 for identification.)

Q. (By Mr. Boyd): You got a copy of this?

A. Yes.

Mr. Boyd: I offer in evidence General Counsel's Exhibit No. 7.

Mr. Stirling: No objection.

Trial Examiner: Received.

(The document heretofore marked General Counsel's Exhibit No. 7 for identification was received in evidence.)

GENERAL COUNSEL'S EXHIBIT No. 7

Central Point, Ore.

January 12, 1956.

National Labor Relations Board,
620 S.W. Main St.,
Portland 5, Oregon.

(Testimony of Harry Whiteside.)

Gentlemen:

The undersigned employees of Howard Cooper Corp., Central Point branch, respectfully petition that no action be taken regarding union organization and representation for this shop. Said employees have met with company officials and reached an agreement regarding working conditions and wages and do not desire to make a union affiliation at this time.

Copy to Harry Whiteside and Howard Cooper Corp.

/s/ DONALD R. SQUIRE,

/s/ TED C. McCOY,

/s/ RICHARD N. HACHENBERG,

/s/ CHARLES A. BROWN,

/s/ HOMER BILLUPS,

/s/ STAN LONG,

/s/ H. E. CURTIS,

/s/ ALAN M. BISHOP,

/s/ J. G. HENAGAR.

Received January 16, 1956.

Received in evidence June 25, 1956.

(Testimony of Harry Whiteside.)

Q. (By Mr. Boyd): Having examined your copy of that document, and having before you the consent election agreement, which had been transmitted to you by Mr. Hedges for your signature, what did you do with respect to either of these documents?

A. Well, I decided I'd better get some advice on what to do because things were becoming complicated. So, I did. I called my office in Oakland and, after relating to them the situation, they told me not to sign the petition for the consent election.

Q. The agreement for the consent election?

A. Yes.

Q. Then what more did you do?

A. I was instructed to make up my own mind and go ahead and do whatever I think was right. So, I did not sign it. I went back to the Board on the 23rd.

Q. That's the following Monday? [27]

A. Yes; it was the following Monday, and filed an unfair labor charge against the company.

Q. That was the charges in this case?

A. That is the charges now pending.

Mr. Boyd: Pass the witness—oh, one question, it's only one more.

Q. (By Mr. Boyd): Prior to your seeing the carbon copy of GC-7, the employees petition, on January 18th, had you known the text of that document? A. No.

Mr. Boyd: Very well. That's all.

(Testimony of Harry Whiteside.)

Cross-Examination

By Mr. Stirling:

Q. Mr. Whiteside, you say that you discussed this particular document with Bishop when you were down in Medford on January 12th, I take it, from your testimony? A. Yes.

Q. And you met with a number of the employees at that time, as well as Bishop?

A. On the 12th?

Q. Well, that's what I got from your direct testimony, that you were at the hotel on January 12th, and you met with Bishop and also some of the other men. Is that not correct?

A. No; I didn't—I think you'll find that was on the 17th.

Q. On the 17th, you met with all of them. Well, on the 12th, Bishop told you that they were preparing a petition, asking the [28] election to be called off, or something to that effect, is that right?

A. Words to that effect, yes.

Q. And you told him at that time to go ahead and sign the petition, and instructed him to tell the other men to sign the petition?

A. That's correct.

Q. Then on January 17th, you met with all of them in Medford again, did you not? A. Yes.

Q. And did you discuss this employees petition at that time? A. On the 17th?

Q. Yes. A. Nothing directly on it, no.

Q. Did you know that one had gone in at that

(Testimony of Harry Whiteside.)

time? A. On the 17th?

Q. Yes. A. Yes.

Q. Did you tell them at that time you had no objection to them sending in such a petition?

A. Yes; I think I did. I told the fellows I had no objection to that. I had no authority to stop them from doing such a thing.

Q. Did you advise them at that time that you had also sent this letter to the company, notifying the company that the union had no objection to an increase in wages going into effect? [29]

A. That's right. I believe also I mailed copies of that to most of our fellows.

Q. Of that letter?

A. Or they were given copies, one or the other.

Q. You mailed copies of that letter that you sent the company on—— A. The 14th.

Q. ——January—— A. 14th.

Q. Your letter of January 14th, General Counsel's Exhibit 5, you sent all the men copies of that?

A. I wouldn't say all of them. There were some I mailed out; some I gave out.

Q. At any one of your meetings with the men, Mr. Whiteside, did you discuss with them what wage demands the union would expect to make upon the company? A. Not a general increase, no.

Q. Well, did you talk with them about what wage rates would be sought for journeyman mechanics, for example, or journeyman machinists?

A. I recall there was some discussion along those lines, yes.

(Testimony of Harry Whiteside.)

Q. And do you know when you had a discussion along those lines?

A. That would be in all probability around the 16th of November. That was at the Woodworkers office. [30]

Q. At any time, did you go over with them a proposed contract for submission to the company, or the proposed terms or parts of terms of a contract to submit to the company?

A. No; because under our setup the union does not make the contract. The members in the plant does. That comes after the election.

Q. Well, then, what was this matter that you discussed with them in answer to my earlier question about wage rates, and so forth, terms?

A. I was—each fellow would ask me what their craft would call for. In most cases, I told them I wasn't too familiar with the area rates at the present time. It was just a general discussion about wages. We did discuss that there were inequities within the Howard-Cooper Company between California and the Oregon setup.

Q. You mean that there was a difference in the wages in California than in Medford?

A. The wages in the plants. They knew what some of the other fellows in the plants were getting, whereas I didn't.

Q. Oh, they knew? A. Yes.

Q. Well, at any one of these meetings that you had with the men, did you ever discuss specific wage rates?

(Testimony of Harry Whiteside.)

A. I don't recall any general wage discussion on that.

Q. Did you make an inquiry to determine what the Medford area [31] rates were?

A. Did I make a determination or a survey of some kind?

Q. Yes; or have it done?

A. No; I didn't have it at that time, but I was in communication with people who were going to. I might say this, that our research does that work for us out of Detroit. That's our main source. May I say something else?

Q. Yes.

A. The only discussion I had about money, I believe, at that time was about the financial status of the company, which I had a copy of their financial report.

Q. Well, Mr. Whiteside, isn't it true that at one time in meeting with these men you discussed possible wage rates, and you found that the wage rates that you had in mind were actually less than what they were receiving?

A. No. I can correct you on that one. The discussion that we had about wages were, when men left that plant, that they received the same amount of money on the road without travel time and lunch money as they did inside the plant, if that's what you're asking about. That's the biggest discussion we had if I recall.

Q. Well, you stated that, when you had this meeting on January 17th, that you noticed some-

(Testimony of Harry Whiteside.)

thing had changed? A. Yes.

Q. And I ask you if it's not possible that, after the men [32] found what you had in mind asking for them for wages, that they changed their minds?

Mr. Boyd: I would object. This is becoming incompetent as to his opinion of the particular thing that influenced the change of their minds. I think it gets into a subjective—his estimate of a subjective reaction.

Trial Examiner: Well, he testified that there was a changed attitude. I suppose that it's proper on cross-examination to explore what in his opinion accounted for the changed attitude since his testimony that there was a changed attitude came out of his opinion. So, keep it within his opinion.

Mr. Stirling: All right.

Q. (By Mr. Stirling): Did you get my question, Mr. Whiteside?

A. Would you repeat it again?

Mr. Stirling: Will you read it, please?

(Question read.)

The Witness: No. I have to explain it to you a little bit why. Number 1, I had taken a Dale Carnegie course on how to meet friends and influence people, and during that course I knew that the management approach to the people had changed some of them, and that determined most of my decision of making up my mind that there was a decided change, which I explained to the fellows there at the meeting, that it was a temporary deal within

(Testimony of Harry Whiteside.)

each corporation during the time the union was in the picture, but, when they leave, or would leave the situation, it [33] would revert back to the old scramble of dog eat dog, which was going on in the plant.

Q. (By Mr. Stirling): Did you regard this petition that the men submitted to you, one of the General Counsel's exhibit here, that——

Mr. Boyd: GC-7 is the employees petition.

Q. (By Mr. Stirling): The employees petition, yes, General Counsel's Exhibit 7, did you regard that as a withdrawal by those men of authority to you and your union?

A. No; because I knew that most of the people would sign it, and signed it, because the question was asked of me if it was okay to go ahead.

Q. Then why didn't you consent to the election?

A. Because immediately after that, the company instituted the coffee setup, plus they discussed about laundering the coveralls, which was the beginning of it, and then in the back of my mind, I felt that this had a legal background that had been drawn up by a lawyer. Personally, I thought it might be someone in Portland, but I made up my mind that, whoever drew that up, if he wasn't a lawyer, he was cheating the bar out of dues. [34]

* * *

FRANK S. PARKER

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Boyd:

Q. Your name, please?

A. Frank S. Parker.

Q. And your employment?

A. I'm employed by the Howard-Cooper Corporation in the capacity of Vice President.

Q. And your place of residence?

A. Portland, Oregon.

Q. You're one of the managing officials, however, are you not? A. Yes.

Mr. Boyd: The witness is being called under Rule 43 (b). [37]

Q. (By Mr. Boyd): Mr. Parker, what is your relation to the field operations of the company?

A. The field operations?

Q. Yes; the branch operations of the company?

A. The branch operations of the company?

Q. Yes.

A. Well, I would say that my relationship with the branches is to the effect that I am the general manager.

Q. Now, you were in that capacity back in January of this year? A. That's correct.

Q. What branches does the company have?

A. In the States of Washington, California and Oregon.

(Testimony of Frank S. Parker.)

Q. And those in the State of Oregon are located where?

A. In the State of Oregon, of course, our home office is in Portland, Oregon. We have a branch in Albany, Oregon; Eugene, Oregon; Roseburg, Oregon; Coquille, Oregon; and Central Point.

Q. That's five branches, together with the home office?

A. Well, I think that—yes, a total of six.

Q. Now, the nature of the enterprise is that of being a dealer, distributor and service, providing services and repair of the equipment, heavy equipment?

A. Right.

Q. Will you relate, please, when you first had knowledge of the company's receipt of the document in evidence as General Counsel's Exhibit No. 3, namely, the letter demanding—of the [38] union demanding recognition and that you meet to bargain with it?

A. I believe that we received a copy of this or heard about this on the Saturday following.

Q. The 4th of January? I make available to you a calendar.

Trial Examiner: I don't think his answer is clear as to when he received it. He said the Saturday following, and then you interpolated, and he didn't answer your interpolation.

Mr. Boyd: I'm at fault.

Q. (By Mr. Boyd): You say the Saturday following. Following what date, Mr. Parker?

A. Following January the 4th.

(Testimony of Frank S. Parker.)

Q. I make available to you a calendar for the month of January and would have you, if you will do so, fix a calendar date.

A. I would say the 7th of January.

Q. And how did you come to know of the contents of the letter? How did it come to your attention?

A. How did it come to my attention? I believe we received it by mail from Central Point on January the 7th.

Q. Well, did you—had you been advised by the Central Point branch by telephone in advance of that having been received?

A. I believe that our branch manager received this on Friday, the 6th, and he called Portland, Oregon, and told us that such an article had been received and that he was going to forward it in the mail. I believe we received it on Saturday, the [39] 7th.

Q. For clarity's sake hereafter, what was the name of your manager at that time?

A. H. R. Heaton.

Q. Is he presently your branch manager?

A. Yes, but he's incapacitated.

Q. And you currently have an acting branch manager? A. Yes.

Q. Will you state, please, who was the plant superintendent of the Central Point plant in January of 1956?

A. The shop foreman, is that what you mean?

Q. That may be the shop—is that what you call

(Testimony of Frank S. Parker.)

him? A. The shop foreman.

Q. The shop foreman, yes. Who was the shop foreman? A. Mr. Thrash. [40]

* * *

Q. Apart from Mr. Heaton and Mr. Thrash, who are the supervising officials of the local plant?

A. Well, at that time, Mr. Heaton, of course was the branch manager and Mr. Thrash was the shop foreman, and in the office, of course, I think there was a man named Mr. Mullen in the office.

Q. In what capacity? A. Office manager.

Q. Were there any assistant foremen in the shop?

A. Well, I couldn't answer that either because I don't know if there was or wasn't.

Mr. Stirling: Excuse me. Are you asking about 1951 now?

Mr. Boyd. I'm now talking about 1956, January, 1956.

Q. (By Mr. Boyd): You so understood my question? A. As '56, yes.

Q. I'm asking whether in January, '56, there were any assistant foremen?

A. Not that I know of, no.

Q. That would be within the discretion of whom, to determine whether there would be assistant foremen?

A. That would be the discretion of the Portland management, also Mr. Thrash. [44]

Q. I see. So, insofar as the operation of the

(Testimony of Frank S. Parker.)

shop and the selection of assistants in the Central Points shop, that would be something to be determined by Mr. Thrash after consultation with the plant in Portland, the management in Portland?

A. Yes. He would recommend a man, and, if we would be agreeable with him, we'd probably have him.

Trial Examiner: Is it material as to whether Mr. Heaton became incapacitated?

Mr. Boyd: It is not.

Trial Examiner: All right.

Mr. Boyd: Although I'm willing that the witness disclose it.

Q. (By Mr. Boyd): When did Mr. Heaton become ill?

A. I can't give you the exact date of that either, but it was approximately, I would say, 60 days ago.

Q. It's been since February?

A. Yes. He became ill just recently and was operated on for a brain tumor.

Q. Following the receipt from the Central Point office of General Counsel Exhibit No. 3, the letter of January 4th, what action did you take with respect to that letter?

A. I didn't take any action with respect to the letter. I told the President about the letter. He also knew about it, Mr. Cooper.

Q. And what action did he take then? [45]

A. Why, I believe he notified Mr. Stirling of the receipt.

Q. Was there any response made to the letter?

(Testimony of Frank S. Parker.)

A. By whom?

Q. By the company?

A. No; I don't believe so because we have Mr. Stirling as our attorney.

Q. That is to say, if any response was made, it would have been made by Mr. Stirling?

A. That's right.

Q. Now, when did you learn of the union having filed its petition, the document in evidence as GC-4?

A. Upon receipt of it in the mail.

Q. And when was that in relation to the filing made of the petition on January 10th?

A. The petition was mailed to our Central Point branch and Mr. H. R. Heaton in turn directed it to Portland on January—I don't believe I was in Portland at the time this was received. I was out at one of the branches.

Q. Did you hear of it being filed when being out at one of the branches?

A. I don't recall. I don't know if I knew until I returned to the office or not.

Q. Well, now, I'm wanting to aid you in reconstructing your recollection, Mr. Parker. Do you recall where you were on January 11th? [46]

A. January 11th, I was in Central Point, Oregon.

Q. That's right. Do you remember where you were on January 10th?

A. January 10th, I was in Klamath Falls.

Q. At Klamath Falls? A. Yes.

Q. When did you arrive at Central Point?

(Testimony of Frank S. Parker.)

A. I believe I arrived at Central Point on the evening of January 10th.

Q. Now, is it your clear recollection that you were in Klamath Falls——

A. On January 10th?

Q. ——on January 10th, before coming over here?

A. Well, if it wasn't the 10th, it was the 9th that I was in Klamath Falls.

Q. Well, at least, at the moment, it is your recollection that you were in Klamath Falls on the day of the 10th until you drove over here in the afternoon of that day? A. Yes.

Q. And you arrived here at Central Point or at Central Point, I should say, when on January 10th?

A. On January 10th, I believe we arrived in Central Point approximately at, I would say 6:00 o'clock.

Q. Was it before or after business hours?

A. I believe it was after business hours. I know we came [47] across the mountain, and we had a flat tire down here at Phoenix.

Q. Well, specifically, the reason I asked that, did you attend to some business on the evening of January 10th? Did you put in some phone calls? Did you talk to some business people in the Central Point and Medford area?

A. Yes; I probably did. I called—I believe I called Mr. Heaton and Mr. Thrash, and they came down to the motel.

(Testimony of Frank S. Parker.)

Q. Did you call any management representatives of any other plants, competitors?

A. In Medford?

Q. Either Medford or Central Point?

A. On the night of the 10th?

Q. On the evening of the 10th?

A. Well, I don't—if I did, I don't recall it.

Q. Very well.

A. I might have called somebody on the 11th, but I don't recall the 10th.

Q. Well, let us proceed. It is your recollection that you heard about this petition when you were where?

A. When I was in Portland, Oregon.

Q. About this petition? A. Yes.

Q. When had you left Portland?

A. I had left Portland the morning of the 9th.

Q. That was Monday morning? [48]

A. Yes.

Q. The petition hadn't been filed, had it, on Monday?

A. Pardon?

Q. The petition had not yet been filed Monday?

A. Well, evidently not because it's dated the 10th.

Q. Yes. Well, then, how did you hear about it before you left Portland?

A. Hear about the petition?

Mr. Stirling: He didn't say he did.

Q. (By Mr. Boyd): Well, my question of you a moment ago—perhaps you misunderstood me—was: Where were you when you first heard about the petition, the document you have in hand?

(Testimony of Frank S. Parker.)

A. In Portland, Oregon, as I recall it.

Q. You recall that you were in Portland when you first heard about the petition? A. Yes.

Q. Now, a moment ago you said that you believed you were at one of the branch plants when you first heard about it. Which is your present recollection now?

A. As far as the petition is concerned, I may have heard about it in a branch, and I may not have heard about it until I returned to Portland.

Q. Very well. What branch plants had you visited between January 9th and January 11th before arriving at Central Point plant? [49]

A. I believe Albany and Eugene, Oregon.

Q. Now, having mentioned Albany and Eugene, Oregon, does that refresh your recollection of whether having either gone to Klamath Falls, or does it refresh your recollection as to where you were when you first heard about the petition being filed?

A. I heard about—I didn't know anything about this petition until I either returned to Portland, or I had been in some other branch. It was not prior to my meeting here in Central Point.

Q. It was not? A. No; not in the petition.

Q. As a matter of fact, didn't you have a notification from Mr. Stirling, either directly or indirectly, on Tuesday, January 10th, that the union had filed a petition with the Labor Board?

A. I had?

Q. Yes. Were you not notified by Mr. Stirling?

(Testimony of Frank S. Parker.)

A. Directly from Mr. Stirling?

Q. I'm asking you. A. I don't believe so.

Q. Either directly or indirectly through your office?

A. Indirectly, I may have heard from him, yes.

Q. And was it on the 10th? That's my question.

A. Oh, you're talking about this petition?

Q. About the petition and the intention to arrange a hearing on the petition. [50]

Trial Examiner: This is the petition that was filed on the 10th?

Mr. Boyd: The petition was filed on the 10th.

Trial Examiner: Well, is it your recollection now that you heard about it on the same day it was filed, namely, the 10th?

The Witness: No.

Trial Examiner: From anybody?

The Witness: I don't believe so.

Mr. Boyd: We'll take his recollection as he testified to it.

Q. (By Mr. Boyd): In response to that petition, did not your Counsel, Mr. Stirling, in compliance with request from the Regional Office, send to the Regional Office a letter under date of January 12, which for identification is marked General Counsel's Exhibit 8, a copy of which I make available to you now for examination?

(Thereupon, the document above referred to was marked General Counsel's Exhibit No. 8 for identification.)

(Testimony of Frank S. Parker.)

Mr. Stirling: I'm not going to have any objection to this letter, but Mr. Parker doesn't know anything about it.

Q. (By Mr. Boyd): Did you know, Mr. Parker, that Mr. Stirling wrote such a letter to the Labor Board in response to the petition?

A. On what date? [51]

Q. It shows the date of January 12th.

A. I didn't know about the letter, no.

Q. In any event, the writing of this letter by Mr. Stirling at that time was with the authority of the company? A. Yes.

Q. Providing the information that is contained in the letter? A. Yes.

Q. Is that correct? A. Yes.

Mr. Boyd: Counsel, will you stipulate that this is your letter written on January 12, making response to request of the Subregional Office for information relating to the employees at the company's operation, and whether or not the company would enter into a consent election agreement?

Mr. Stirling: Yes, I will stipulate that. I would also say that Mr. Parker doesn't know anything about that letter.

Mr. Boyd: Very well. I offer in evidence General Counsel's Exhibit 8.

Trial Examiner: You have no objection, Mr. Stirling?

Mr. Stirling: No objection.

Trial Examiner: Received.

(Testimony of Frank S. Parker.)

(The document heretofore marked General Counsel's Exhibit No. 8 for identification, was received in evidence.)

GENERAL COUNSEL'S EXHIBIT No. 8

J. P. Stirling

Attorney at Law

3128 N. E. Broadway ATLantic 8-5391

Portland 12, Oregon

January 12, 1956.

Mr. Robert J. Wiener,
Officer in Charge,
National Labor Relations Board,
U. S. Court House (New),
Portland 5, Oregon.

Re: 36-RC-1165.

Dear Mr. Wiener:

The information that I have in answer to your letter of January 10, 1956, is as follows:

1. Gaylord L. Hallett,
Homer E. Billups,
Charles A. Brown,
Richard Hachenberg,
Stanley L. Long,
Donald R. Squire,
Leslie C. Findley,
Alan M. Bishop.

(Testimony of Frank S. Parker.)

Hubert Curtis,
John G. Hennagar,
Theodore C. McCoy,
J. E. Carroll.

2. (a) Howard Cooper Corporation.
- (b) Corporation.
- (c) Distributor and dealer in heavy equipment.
- (d) Entire corporation—\$10,000,000.00.
Central Point Branch—\$700,000.00.
- (e) Entire corporation—75%.
Central Point Branch—none.
- (f) Entire corporation State of Oregon business—\$10,000,000.00; State of Washington business—\$3,000,000.00.
Central Point branch—\$921,000.00.
- (g) None (Oregon branches sell within Oregon and the Seattle, Washington, branch sells within Washington).

The Company does not desire to enter into a conventional agreement for an election.

Very truly yours,

/s/ J. P. STIRLING.

JPS:ga

Received January 16, 1956.

Received in evidence June 25, 1956.

(Testimony of Frank S. Parker.)

Q. (By Mr. Boyd): While you have that before you, Mr. Parker, may I direct your attention to the listing of the names that [52] appear as Item 1? Are you sufficiently familiar with the personnel of the Central Point plant to be able to identify the nature of the work that those people engage in?

A. Oh, some I do, and probably some I do not.

Q. Well, specifically, are not the names of Gaylord Hallett and Leslie Findley, the first name in each column, the names of the two parts men?

A. Yes.

Q. Are not the remaining names in each column the names of persons who are or were mechanics and welders in the shop?

A. Well, as far as I know, they are, yes. I know some of these fellows personally. Some I do not.

Q. Well, now, I direct your attention to the name of J. E. Carroll, the last name in the second column. Do you personally know J. E. Carroll?

A. No, I do not.

Q. Do you know whether J. E. Carroll was working at that time?

A. No. I would have to look at the records to find out.

Q. Very well. Do you know whether the normal complement of shop employees was nine or ten?

A. Normal?

Q. The normal complement?

A. I'd say it was rather normal, yes.

Q. Well, which? Nine or ten?

A. Well, I don't think you could specify it that

(Testimony of Frank S. Parker.)

closely because [53] at times there might be half a dozen men, and other times there might be a dozen or 14.

Q. Very well. Was the statement contained in the last paragraph of the letter, that the company did not desire to enter into a consent election agreement, when written on the 12th of January, so far as you know, the company's disposition, decision, determination?

A. Well, that was the determination arrived after discussing it with Mr. Stirling by Mr. Cooper, I imagine.

Q. Very well. You did not personally participate in that discussion?

A. Regarding this letter?

Q. In determining there should not be a consent election? A. No, I did not.

Q. Where were you on January 12th?

A. January the 12th, I was here on January 11th, and January the 12th—I spent the evening of January the 11th in Coquille.

Q. You have a branch plant there?

A. Yes.

Q. Had you visited that plant on that day, January 11th? A. Yes.

Q. And then on the following day, January 12th, where were you?

A. From—of course, I was at Coquille probably in the morning. I can't give you the exact time. [54]

Q. Yes.

A. I was there on the morning of the 12th, and

(Testimony of Frank S. Parker.)

then we went on to Roseburg, Oregon, and I don't know if we stayed in Roseburg or went on to Eugene. I believe we drove on later to Eugene.

Q. Now, how frequently did you make these visits—did you personally make these visitations to the branch offices?

A. I would say over the past five years——

Q. I'm speaking of this trip. How frequently was your practice in this current year to make these visitations to these plants?

A. In 1956?

Q. Yes.

A. I don't come around to the—I don't visit the branches as often as I used to because I have an assistant now.

Q. And who is the assistant?

A. Mr. Ralph Thomas.

Q. Was he with you at that time?

A. Yes.

Q. And what is his capacity with the company?

A. Sales manager.

Q. At that time?

A. Yes.

Q. And his present capacity?

A. Sales manager.

Q. And he was accompanying you on this trip at that time? [55]

A. Yes.

Q. Was there any other persons from your main office accompanying you at that time?

A. No.

Q. You were about to say how frequently you made visits to the branch plants in the winter of '56.

A. I was about to say that during the past five

(Testimony of Frank S. Parker.)

years that I have visited the branches on an average, I would say, of every 25 days, but Mr. Thomas has become my assistant, and part of that load has been taken off my shoulders.

Q. Now, do you have a branch plant in Klamath Falls? A. No.

Q. Is it your clear recollection now that you were in Klamath Falls on the 10th of January?

A. I believe it was the 10th of January, yes.

Q. Is it your clear recollection that you came from Klamath Falls to Central Point on January 10th? A. I believe that was the date.

Q. And when had you gone to Klamath Falls?

A. We had gone to Klamath Falls on Tuesday morning.

Q. From where? A. From Eugene.

Q. That was the morning and day of the 10th? You left Eugene the morning of the 10th?

A. Yes. [56]

Q. Recalling that you left Eugene the morning of the 10th, may I again inquire if that will refresh your recollection whether you learned of the filing of this petition on January 10th? A. No.

Q. Very well. After arriving at Central Point on the evening of January 10th, what did you do with respect to matters relating to the Central Point operation? A. In the evening?

Q. Let's take what you did that evening.

A. I called up Mr. Thrash and Mr. Heaton, and they came down and we talked over business conditions in a room at the Crater Inn Motel.

(Testimony of Frank S. Parker.)

Q. Did your discussion relate at all to your knowledge, or rather to the fact known to you that the union had made a demand to bargain with the company in respect to the working conditions of the employees?

A. I knew that they had made a demand, yes.

Q. My question was: Did your discussion with Mr. Heaton and Mr. Thrash relate to that?

A. Yes, sir.

Q. Did you complete your discussion of the matter at that time?

A. With Mr. Heaton and Mr. Thrash?

Q. Right.

A. Oh, no, I wouldn't say we completed it. [57]

Q. Did you resume the discussion at any later time?

A. I think we discussed it the following morning.

Q. As a result of the discussions, what determination was made of the action to take?

A. What determination was made of the action to take?

Q. Yes.

A. Of course, that would involve Mr. Stirling, as far as the action was concerned. After we talked over the troubles down there, I decided to talk with the men as a group.

Q. Did you discuss doing that with Mr. Stirling before talking to them?

A. I don't recall that I did.

Q. Did Mr. Thrash or Mr. Heaton make con-

(Testimony of Frank S. Parker.)

tact with Mr. Stirling before the discussion you had with the group? A. Not that I know of.

Q. The responsibility for doing that was, among you three, would have been yourself, rather than them? A. For talking to the men?

Q. For talking with Mr. Stirling?

A. Yes, that's right.

Q. I mean, your decision, not theirs?

A. I would say so, yes.

Q. And did you talk with the men as a group?

A. Yes, I did.

Q. Where and at what time? [58]

A. It was the morning of the 11th in Mr. Thrash's office.

Q. And that was in the plant? A. Yes.

Q. At Central Point? A. Yes.

Q. This was a work day, was it not?

A. That's correct.

Q. And you say at what time in the morning?

A. Oh, the exact time, I couldn't give you. I would say between the hours of 10 and 11.

Q. That's when you met with them, and how long did the meeting last?

A. I'd say half an hour.

Q. Will you relate to us, please, your best recollection of what you said to the employees? First, may I inquire: How were the employees assembled?

A. How were they assembled?

Q. Yes. You say this occurred in Mr. Thrash's office. A. Yes.

Q. That was not their work place? I mean they

(Testimony of Frank S. Parker.)

didn't work in the office? They worked out in the shop?

A. That's right.

Q. How were they—by what means were they assembled?

A. Mr. Thrash told them that I would like to talk to them.

Q. Very well, and did all of the employees attend, so far as [59] you know?

A. As far as I know. There might have been some of them out in the field at the time. I don't recall that.

Q. Did either Mr. Hallett or Mr. Findley attend, either of the parts men?

A. No, I don't believe so.

Q. Do you recall whether J. E. Carroll attended?

A. No, I do not.

Q. Well, will you describe, please, what took place in the course of the meeting, and in as much detail as you recall?

A. Well, of course, I was questioned by Mr. Hedges, and I wrote a letter recalling the things that I said to the group, which I believe you probably have a copy of.

Q. Well, let us have your present recollection as a witness in this proceeding.

A. I told the boys that I understood there was some trouble and dissatisfaction at Central Point.

Q. Now, may I interrupt you to inquire: Did you explain how you came upon that knowledge?

A. No, I don't believe I explained that.

Q. Did you tell them when you came upon that knowledge?

A. No, I didn't.

(Testimony of Frank S. Parker.)

Q. Did you tell them where you were when you came upon that knowledge?

A. No, I don't think so. [60]

Q. Proceed, please.

A. And I told them that I understood that they were—there was some dissatisfaction in the group that were at Central Point, and that I would like to talk to them, but, first, I would like to explain my position, that I wasn't there to make any anti-union talk for the very simple reason that a great many instances I thought that unions were a necessity to avoid exploitation of labor, and that I hadn't always been an executive and I had worked with my hands for a number of years, and had worked in a shop of a corporation at Portland, Oregon, as well as Mr. Ralph Thomas, that we had arisen to our present positions through our attitude and willingness to work, taking on more responsible positions as time went on.

I told them about the history of the company, that we had been established for 40 some years, that we had had very little labor trouble taking the company as a whole, and that the doors of the company were always wide open for anybody that had a so-called beef about working conditions.

Then when I got through with that, I asked them if they had any particular questions which they would like to ask me, and, as I stated in my letter, why, the boys in the group were rather reluctant to say a great deal because—they might have said more if I had talked to them individually, but I didn't

(Testimony of Frank S. Parker.)

want to do that because I didn't want them—I didn't want to be accused of coercion. So, I thought I'd talk in front of the group so [61] they could all hear what I had to say, and they could all hear what the other boys had to say, and what their questions were.

The subject of the coffee break came up and——

Q. Do you recall who brought that up?

A. No, I don't recall exactly who brought that up.

Q. And what was said with respect to that?

A. And they said that in some of the branches that the men had coffee breaks, and they wanted to know if that was true, that they had heard about it previously, and I said that was true that they did. They wanted to know why they didn't have the same privileges, and I said, "Well, I imagine some of you boys have probably drank coffee on the job at one time or another in the past, and, although it wasn't actually the practice, why, it was in reality being done anyway," and I could see no objection to it, and I told them, if they wanted to have a coffee break, they could discuss it with the branch manager, and whatever he decided was okay with me.

Q. Well, now, he was seated there at the time?

A. Yes, he was.

Q. Was the determination made then?

A. I don't think it was made right then, no.

Q. Go ahead.

A. The subject of coveralls came up.

(Testimony of Frank S. Parker.)

Q. What was the coverall problem? Will you explain that to the Trial Examiner? [62]

A. Well, the laundering and the furnishing of the coveralls for the men.

Q. That is, they used coveralls, and that's their work clothes? A. Yes, in the shop.

Q. And how frequently were they required to change?

A. I believe twice a week as a general practice.

Q. And with respect to those coveralls, were they providing their own coveralls, or was the company providing them?

A. They were providing their own.

Q. And were they laundering them, or was the company laundering them?

A. The company was.

Q. And what was the point that they made?

A. Well, they mentioned that in some areas in various states that they did furnish coveralls, and I said that that is true, and so far that we had not granted that, but we had previously discussed it when Mr. Cooper and I sat down to discuss the general operation of the business.

Q. You say you had or had not discussed it?

A. We have previously discussed the coveralls, yes, but we had never taken any action on it.

Q. Was mention made of what it was costing them to provide their own laundering and coveralls?

A. Yes, I believe it was. I believe it was 65 cents.

Q. A garment? [63]

(Testimony of Frank S. Parker.)

A. I don't know if it was a garment or a week. I don't remember right now.

Q. Go ahead. Incidentally, it was known to you, was it not, that they were rented coveralls, that they had a coverall service?

A. I knew that they had a coverall service. I didn't know how it was handled, whether it was rented, or if they bought them, or what. I didn't know about that.

I also discussed the matter of the 10-cent hourly increase across the board.

Q. Now, what was that? Enlarge on that, please.

A. Well, Mr. Cooper and I sit down in the first week of January and the first week in July and discuss salaries and wages, and at that time we decide what we would do throughout our various branches, and I told the boys that we had agreed to put in an increase of 10 cents hourly increase across the board in all of our Oregon branches, but there was some question as to whether it could be granted in Central Point due to the fact that they had decided or that the union would represent them. I didn't know if we could give them any 10 cent an hour increase or not, but, if it were legal and if we could, we would give them the 10 cent an hour increase, as in the rest of our branches in Oregon.

Q. Incidentally, did you give 10 cents an hour across the board at each of your other [64] branches?

A. Yes.

Q. That exact amount?

A. Well, I would say basically, yes.

(Testimony of Frank S. Parker.)

Q. Well, was there at any other branch in Oregon—and I'm speaking of branches, not the Portland one—was there any other branch given a 10 cents an hour increase? A. Yes.

Q. At what branches?

A. Oh, I would say all the branches.

Q. You're including, in saying that, the increase granted at Roseburg? A. Yes.

Q. Coquille? A. Yes.

Q. Eugene? A. Yes.

Q. What explanation of this increase had you given to your employees in Eugene?

A. Well, we—it is our policy to be paying a competitive wage whatever locality we're in.

Q. Yes, but my question was: What explanation had you given on the preceding day, the day before that, to your Eugene employees about the increase?

A. I didn't notify the employees at Eugene at all, I don't think, about the wages. [65]

Q. What explanation did you give at Albany?

A. I didn't give any explanation at Albany.

Q. What explanation did you give at Coquille? That is, on the afternoon of the 11th, or the next day? A. To the branch manager.

Q. But to the employees? A. Pardon?

Q. But to the employees?

A. Not to the employees.

Q. Or at Roseburg on that next day?

A. The branch manager, I mentioned it to him.

Q. But not the employees? A. No.

Q. Very well. Proceed then. You say that you

(Testimony of Frank S. Parker.)

told them this concerning the intended wage increase, but you were uncertain as to whether you could do so, you said? A. At Central Point.

Q. At Central Point? A. Yes.

Q. It was only to these employees here that you made that explanation?

A. Yes. I didn't talk to any other employees at any place else.

Q. What else developed in the course of the meeting?

A. Well, basically, that's it. [66]

Q. Did they bring up any other grievances that you recall?

A. Yes, there was something about the health and accident policy.

Q. That is, the insurance benefits?

A. Yes.

Q. That are carried on the group policy?

A. Yes.

Q. Now, is that at your expense or their expense?

A. I can't tell you the exact proportion, but I believe they pay part of it, and the corporation pays part of it.

Q. Do you remember what point was made in relation to that?

A. Yes, I do. It was made in regard to maternity benefits.

Q. And what was the response? What was your response, or the response made to that suggestion?

A. Well, my response to that suggestion was

(Testimony of Frank S. Parker.)

that—well, you could get whatever you paid for. In other words, you could get in so many benefits into your insurance program that you could cover everything, but that the more you covered, the more it would cost, naturally, and on the maternity benefits, I said, “Well, maybe some of the boys here that are older than some of you younger fellows would object to paying for maternity benefits, because, after all, they were past their reproductive stage,” and some of the boys agreed to that.

Q. What other points were brought up that you recall, Mr. Parker? [67]

A. About—

Q. That were grievances.

A. Grievances? Well, there was one fellow—I don’t recall who it was now, whether it was Mr. Bishop or Mr. Billups, but I believe it was one or the other, and I could be wrong about that, but it was finally discussed and this one gentleman said he didn’t have too much to kick about because he had received a great deal more in benefits than it had ever cost him.

Q. This is insurance benefits you’re talking about? A. Yes.

Q. My question—my intended question was: What other matter was brought up as a grievance or beef at this meeting?

A. Oh, somebody brought up the fact that there was a higher wage rate paid in our Eureka branch.

Q. And was that discussed at the time?

A. Yes.

(Testimony of Frank S. Parker.)

Q. Tell me: Were the men—you said awhile ago that they seemed to be reluctant to speak—did they come forward with these things?

A. After awhile, yes.

Q. With these points? A. Yes.

Q. Readily, or was there an effort made to elicit from them what was their problem?

A. No. I just asked them if they had any questions. I was [68] through with my talk, and I asked them if they had any questions they would like to present to me.

Q. And this was their response to you?

A. Yes.

Q. Well, did either Mr. Thrash or Mr. Heaton or Mr. Thomas speak to them?

A. No. I think Mr. Thomas verified the fact that he had been with the company for a certain number of years, and that he had come out of the shop and was now the present sales manager.

Q. Did you—do you recall Mr. Thomas himself asking, “What is it that you don’t like about the operations here in the shop?”?

A. No, I don’t think so. I think I did. I think I’m the one that asked that.

Q. You think you’re the only one?

A. Yes.

Q. You recall you were the only one that raised that question? A. Yes.

Q. Following—have you now recounted as fully as you can recall that which developed in the course

(Testimony of Frank S. Parker.)

of that meeting? A. Basically, yes.

Q. Was there any comment about or statement or question by you as to why they would go outside the shop?

A. Well, in my talk to them, I said—yes, I said that I understood that they had made representation or signed cards, or something, that that was their privilege to do so, but that [69] I didn't know why they would want somebody else to represent them when the doors of our office were always open to any grievances as far as the employees were concerned.

Q. Now, following that—that fully recounts your recollection of what transpired in that meeting? A. Basically, yes.

Q. Your recollection is that meeting ended about when?

A. About a half hour after it started. I can't tell you exactly when.

Q. In other words, it ran the course of a half hour? A. I would say so.

Q. After that, what did you do?

A. After that, I went into the office, and with Mr. Heaton and Mr. Thrash discussed general business procedures, and I believe that Mr. Townsend was there too because he had some questions to ask concerning the transaction he was on.

Q. What discussion did you have with respect to the meeting with the employees, or the occasion for your meeting with the employees?

(Testimony of Frank S. Parker.)

A. Oh, I don't recall that, what the subject was, what was discussed afterwards.

Q. Well, following your business meeting then with the other officials, what did you do?

A. As I recall, we went downtown and had lunch and, after lunch, I believe it was in my car—Mr. Thomas' car, after [70] lunch, why, we took off for Coquille.

Q. Before leaving for Coquille, did you discuss again with either Mr. Heaton or Mr. Thrash what further action might properly be taken with respect to this matter of union representation, or the employees grievances?

A. No, I don't think so. We drove up and they got out of the car, and we left. We had an appointment at Coquille that afternoon. So we had to leave.

Q. Was the wage increase instituted, and, if so, when?

A. The wage increase was instituted, I would say, on January 3rd.

Q. On January 3rd?

A. That's when we decided to give the 10 cent hourly increase.

Q. Well, do I understand that back on January 3rd you had begun to pay——

A. No.

Q. ——this increased rate?

A. No, we did not.

Q. When did you begin to pay at the increased rate the employees at the Central Point plant?

A. I believe it was January 9th.

(Testimony of Frank S. Parker.)

Q. Are you saying that that is when the rate—when the decision was made to put the rate in effect?

A. No.

Q. When was the decision made to put the rate in effect? [71]

A. On January 3rd.

Q. Well, your plan to institute an increase was formulated on the 3rd?

A. Yes.

Q. And as a result of that, you did institute the increase on the 9th?

A. Yes.

Q. Well, then, what's the significance of your statement on the 11th that you weren't doing so?

A. That we were what?

Q. That you were not doing so, that you were not granting them the increase?

A. You mean as far as Central Point is concerned?

Q. Yes, that's my question.

A. I didn't make that statement, that we were not going to institute the increase. I said that we would give them the increase providing that we could and if it were legal.

Q. Well, when was the decision made that it was legal to do so?

A. After conference with Mr. Stirling.

Q. And when was that?

A. I couldn't tell you that.

Q. Did you participate in that conference?

A. No.

Q. Do you know whether that conference had been held before [72] you returned to Portland, or after?

(Testimony of Frank S. Parker.)

A. I don't know the exact date. I believe it was held prior to my return to Portland.

Q. Mr. Parker, if it would refresh your recollection, I would produce the document marked for identification General Counsel's Exhibit No. 9, which I hand to you and direct your attention to the statement appearing at the top of the second page, it beginning at the bottom of the first page:

"He * * *" —referring to J. P. Sterling— " * * * informed us that we could so we went ahead and put it in effect there on or about January 12, 1956."

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 9 for identification.)

Q. (By Mr. Boyd): What is the significance of that date? A. Where are you reading now?

Q. I direct your attention down here. It starts with the word, "He * * *," he having reference to Mr. Stirling. A. Oh, I see.

Q. And reading this last sentence, across to the next page. The date that you supply in that affidavit, January 12th, has what significance then?

A. Well, I imagine was the interpretation of Mr. Stirling that it would be all right to go ahead with it, on that date.

Q. Do I understand from the affidavit then, when it was made, that you recalled that the determination to proceed and put the [73] increase in effect was made on January 12th?

A. Repeat that again.

(Testimony of Frank S. Parker.)

Q. There's nothing tricky to it. I'll have the Reporter read it to you.

(Question read.)

The Witness: Of course, I wasn't in Portland at that time, as you know, and this was a discussion with Mr. Cooper and Mr. Stirling.

Q. (By Mr. Boyd): This in your affidavit has reference to something that you learned from either Mr. Cooper or Mr. Stirling? A. Yes.

Q. And it was your best information then, from that discussion, which you had with one or the other of them, that they had decided that the increase should be put into effect on the 12th?

A. Well, I don't know if I had the information at that time. Of course, after my talk here, I talked to Portland and I told them about my talk to the boys down here. Then the details were handled out of Portland, and I was not there.

Q. Well, did you, following your discussion with the men in the plant on the 11th, call and talk with Mr. Cooper? A. Oh, yes.

Q. Mr. Frank Cooper? A. Yes.

Q. Did you tell him of your meeting with the men in the plant? A. Yes. [74]

Q. Did you discuss with him when the increase should be put into effect?

A. No. No, I didn't know if it would be.

Q. Did he call you back and tell you of his discussion with Mr. Stirling?

A. No, I don't believe so.

(Testimony of Frank S. Parker.)

Q. Well, when did you learn of the determination?

A. When I arrived in the office on Saturday morning.

Q. I see. Is it a fact to your best knowledge that the decision of the company to institute the—to put the pay increase into effect was arrived at on January 12th?

A. Well, as far as I know, it was arrived at at that time. I don't know if that was the exact date or not. Mr. Cooper talked to—I don't know if that's the date Mr. Cooper talked to Mr. Stirling.

Q. This is your affidavit, is it not?

A. Yes.

Q. General Counsel's 9? A. Yes.

Q. And the person before whom it was sworn, Joe Wallingford, is that an employee of your office?

A. Yes.

Mr. Boyd: I'll offer in evidence General Counsel's Exhibit 9.

Mr. Stirling: I have no objection. [75]

Trial Examiner: Received.

(The document heretofore marked General Counsel's Exhibit No. 9 for identification, was received in evidence.) [76]

(Testimony of Frank S. Parker.)

GENERAL COUNSEL'S EXHIBIT No. 9

United States of America
Before the National Labor Relations Board
Nineteenth Region

State of Oregon,
County of Multnomah—ss.

AFFIDAVIT

I, Frank S. Parker, a person of lawful age, being first duly sworn, make the following statement voluntarily and of my own free will:

I am the vice president of the Howard-Cooper Corporation which has its head office in Portland, Oregon.

On or about January 11, 1956, I learned that the United Auto Workers, AFL-CIO, had filed a petition for an election among the shop employees of our Central Point, Oregon, branch. I was already out in the field making the rounds of our branches and I proceeded on to Central Point, Oregon, where I talked to all the shop employees there who were present that day. I did not write out my speech nor make a recording of it. My best recollection of what I said to them at that time is contained in my letter of January 30, 1956, written to our attorney, J. P. Stirling, a copy of which has been furnished to the Board.

As I told the shop employees at that meeting it has been the practice of the Company to review

(Testimony of Frank S. Parker.)

our wage situation twice a year and to make raises at that time if they appear to be justified. Although I didn't explain it to the shop men at that meeting we depend on our branch managers to keep us informed as to what our competitors are paying in the area. Our branch managers in Coquille, Eugene, Roseberg and Albany had all written us that we were below the competitive rates in our area at their branches. As a result I had talked the matter over with Frank Cooper, the president of the Company, and we had decided the week before the Union filed the petition to grant a \$.10 an hour raise to all our shop employees in all our Oregon branches. When we heard about the Union petition we didn't know whether we could go ahead and put the raise in effect in Central Point at that time or not. We went ahead and put it into effect in our other branches and consulted with our attorney, J. P. Stirling, to find out whether we could put it into effect in Central Point at that time without violating the law. He informed us that we could so we went ahead and put it in effect there on or about January 12, 1956. This was an across the board raise of \$.10 an hour that we put in effect in all our shops in Oregon effective January 8, 1956.

We have a union contract in our shop in Seattle, Washington, and have had for some time but we don't have any contracts with any labor organization in any of our other shops.

(Testimony of Frank S. Parker.)

I didn't tell any employee or anyone else that the Company would close its Central Point establishment or its shop there if it went union nor did I make any statements of that sort. I heard that Hi Thrash, our shop foreman at Central Point, Oregon, had made some such statement. I called him about it and he admitted that he had discussed it with some of the men when they asked him about it. I told him not to make any such statements as he was just getting us into trouble with them.

I don't recall Foreman Thrash having said anything to me about talking to the men individually when I was there on or about January 11, 1956. If he did that I am sure that he never told me that he had.

I have read the above statement consisting of one typewritten page in addition to this and it is true and correct.

/s/ FRANK S. PARKER.

Subscribed and sworn to before me this 10th day of April, 1956, at Portland, Oregon.

[Seal] /s/ JEWELL WALLINGFORD,
Notary Public.

My commission expires Aug. 25, 1956.

Received April 11, 1956.

Received in evidence June 25, 1956.

(Testimony of Frank S. Parker.)

* * *

Redirect Examination

By Mr. Boyd:

Q. A more interesting question is: Why did you tell them that they were going to get when you didn't tell them at the other points?

A. Pardon?

Q. A more interesting question is: Why did you tell these that they would get it, when you didn't tell the other employees?

A. Well, I don't hold a group meeting at every plant that I go to. In other words, I carry on business relationships of the company primarily with the branch managers.

Q. And this was the exception, talking with these employees?

A. That is correct. [85]

* * *

ALAN BISHOP

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Boyd:

Q. Your name is Alan—A-l-a-n—Bishop?

A. Yes, sir.

Q. And you live where?

A. In Central Point.

Q. What is your present employment?

(Testimony of Alan Bishop.)

A. I'm the night policeman for the city of Central Point. [86]

Q. What was your employment in January of 1956?

A. I was a serviceman for Howard-Cooper Corporation.

Q. At the Central Point plant?

A. That's correct.

Q. Had you been similarly employed in November of 1955? A. Yes.

Q. In November, '55, was there any effort made to your knowledge to solicit the employees to authorize a union to represent them?

A. Yes, there was.

Q. And by whom?

A. Mr. Harry Whiteside.

Q. And do you recall when and by what means that was instituted?

A. Well, it was after work one night. When we all went out to get in the cars to go home, Mr. Whiteside was standing there and he passed out literature relating to the union, and social security benefits, and that sort of thing.

Q. Directing your attention to a document in evidence as General Counsel's Exhibit No. 2, I ask whether you have seen such a document as that before? A. Yes.

Q. When?

A. Well, this is the card that was attached to the envelope that he handed us.

Q. You mean that's identical in form to the one

(Testimony of Alan Bishop.)

that you [87] received? A. That's right.

Q. With respect to the card that you received, what did you do with it?

A. I filled it out, but, as far—I either personally delivered it to Mr. Whiteside, or it was mailed. I can't remember. I can't actually say which way it was.

Q. In what month did you fill it out and either mail or deliver it?

A. I believe it was in November.

Q. And was there any other activity in connection with organizing the workers in that month?

A. Well, we held a meeting in November.

Q. And do you recall the date of that meeting?

A. I believe around the middle of the month. I believe the 16th.

Q. The 16th of the month. The 16th of the month fell on Wednesday. Is that your recollection of the time of the meeting?

A. Well, as close as I remember, that is it.

Q. And where was the meeting held?

A. It was held in the Woodworkers hall in Medford.

Q. Do you recall how many employees of Howard-Cooper attended the meeting?

A. I believe there were seven of us there.

Q. And who, if you remember, gave notice that the meeting was [88] to be held?

A. Mr. Whiteside.

Q. And by what means did he notify the employees?

(Testimony of Alan Bishop.)

A. I believe he contacted me, and I contacted the men.

Q. At the plant, or——

A. I believe at their homes.

Q. Very well. Now, you say that you had filled out one of those cards, GC-2, and sent it in. I hand you here a typewritten duplicate of one of these cards with entries made on it and ask you to examine and state whether that document——

Mr. Boyd: I'll show you the one he has in hand.

Q. (By Mr. Boyd): My question is: Is this document as filled out by typewriting filled out to conform to the one that you filled out and delivered to the union in November? A. Yes.

Mr. Boyd: Just a moment. Before answering, I want to show this to Counsel.

Q. (By Mr. Boyd): Your answer to that question was what? A. Yes.

(Thereupon, the document above referred to was marked General Counsel's Exhibit No. 10 for identification.)

Mr. Boyd: I'll offer in evidence General Counsel's Exhibit 10, which is a conformed copy, as testified by the witness, to that one which he submitted in November.

Trial Examiner: Objection? [89]

Mr. Stirling: Might I ask a question or two of the witness to clarify it?

Trial Examiner: Go ahead.

(Testimony of Alan Bishop.)

Mr. Stirling: Mr. Bishop, when did you first see this particular card?

The Witness: The first time I saw that was right here.

Mr. Stirling: Today?

The Witness: That typewritten one.

Mr. Stirling: And then you turned in your card, and did you fill it in in your own writing?

The Witness: Yes, sir.

Mr. Stirling: I believe I would have to object, Mr. Examiner, because it is not the original card that was signed by Mr. Bishop.

Mr. Boyd: I must concede that. I would explain to the Examiner and Counsel the problem that I have and I'm endeavoring to meet the problem by oral testimony, rather than by original documents, using the secondary evidence. Mr. Whiteside has disclosed that the original cards he has not yet found.

Mr. Stirling: I recall from Mr. Whiteside's testimony what the situation is.

Mr. Boyd: My point is this, if we stand on the best evidence rule and that alone, my alternative is to ask for continuance at the end of the case to take the further testimony of Mr. Whiteside by deposition when we have found the cards. All I [90] know is that he has been able to supply these from the information that he took off the originals.

Mr. Stirling: Well, I think your men, who are witnesses, of course, if they did sign a card, will testify that they signed a card.

(Testimony of Alan Bishop.)

Mr. Boyd: That's right.

Mr. Stirling: Which is better than the card itself probably.

Mr. Boyd: Well, except that——

Mr. Stirling: And Mr. Bishop has testified he did sign such a card.

Mr. Boyd: And he testified too that it contained the information contained on GC-10, the point being that some of the parts of it were left blank and parts of it filled in, and the mere signature on a card without a detail might then be questionable. I endeavored to develop what the detail is that was put by each of my witness on the card.

Trial Examiner: Well, I see a problem, Mr. Boyd, and I think I'll take the evidence on the cards although they are not the best evidence and the testimony on it and receive the cards with the understanding at the close of the hearing that, if Mr. Stirling wants to renew his objection, why, then I'll hear him and I'll hear you about taking a deposition.

(The document heretofore marked General Counsel's Exhibit No. 10 for identification, was received in evidence.) [91]

(Testimony of Alan Bishop.)

GENERAL COUNSEL'S EXHIBIT No. 10

Mail This Card Today

Authorization for Union Representation Under the
Federal Labor Laws of the United States
Government!

Do you want the UAW-CIO to bargain for you for
a signed labor contract providing for wage in-
creases, better vacation pay, job security, and other
improved conditions of employment?

YES ☒ NO ☐

My Signature: Alan M. Bishop.

Phone 4-2054.

My Address: P.O. Box 772, 56 Bigham Lane.

City: Central Point.

I am employed by: Howard-Cooper Co.

How long? 3 yr.

Kind of work I do: Mechanic.

Present Wage Rate: \$2.05

Drop this Filled-Out Card in the Mail Box Today!

All cards are kept confidential by the UAW-CIO
and by the Federal Government.

Received in evidence June 25, 1956.

(Testimony of Alan Bishop.)

Mr. Boyd: That's reasonable enough. Do you understand?

Trial Examiner: Let's go ahead then on that basis, at least for the time being.

Mr. Boyd: Very well.

Q. (By Mr. Boyd): Now, at the time of this meeting, will you tell me more particularly——

Trial Examiner: May I interrupt?

Mr. Boyd: Yes.

Trial Examiner: I thought you just got through saying that some of the data on the card was filled in and some wasn't.

Mr. Boyd: That is indicated.

Trial Examiner: Well, have you asked this witness whether he filled in all the data, as represented by the typewritten data? Will you ask him that?

Mr. Boyd: I'll do that. I thought I had.

Trial Examiner: You may have, and it may have escaped me.

Q. (By Mr. Boyd): Directing your attention to the typewritten notations that appear on the card, can you state whether on the card, the original card, which you signed and turned in to the union, that you supplied the union the information on that card as shown on this copy?

Trial Examiner: And all that appears on that card?

Q. (By Mr. Boyd): And all?

A. Yes, this is—possibly the date might have been off of it, but this is the way I filled mine out. [92]

(Testimony of Alan Bishop.)

Q. Very well. Now, I want you to describe the arrangement that—the effort that you made in seeing that the other employees could get to the union meeting.

A. I contacted the men, and I was to pick up Dick Hachenberg and John Henagar and Homer Billups, Ted McCoy and Hubert Curtis, and to take them to the meeting. When I went over to Hachenberg's house, he said that he had to go to the National Guard meeting, so that he would be down later, and he gave me his card to turn in to Mr. Whiteside.

Q. He gave you his card to turn in to Mr. Whiteside?

A. Yes.

Q. What did you do with his card?

A. I gave it to Mr. Whiteside.

Q. And where did you give it to Mr. Whiteside?

A. When we went into the meeting hall, at the Woodworkers hall here in Medford.

Q. And this was in November, this meeting in November?

A. Yes, sir.

Q. Where is Mr. Hachenberg now, if you know?

A. He's presently with the National Guard at Fort Lewis on two weeks active duty.

Mr. Boyd: I would inform the Examiner and opposing Counsel that an effort to subpoena Mr. Hachenberg has been unsuccessful. He's in the hands of the United States Government on this maneuver. [93]

Q. (By Mr. Boyd): Mr. Bishop, I hand you a document marked General Counsel's Exhibit 11 for identification and ask you to examine it, ex-

(Testimony of Alan Bishop.)

amine it carefully, and state whether that is a true copy with the entries thereon shown of the card given to you by Mr. Hackenberg, which you in turn delivered to Mr. Whiteside?

A. Well, Dick's card was handwritten. The only difference is that this is typewritten.

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 11 for identification.)

Q. (By Mr. Boyd): The entries are the same—— A. Yes.

Q. ——as on the original, so far as you recall?

A. As far as I recall, yes.

Mr. Boyd: I offer General Counsel's Exhibit No. 11 in evidence.

Mr. Stirling: I'll object for the same reasons and also for the additional reason that this card, of course, is not Mr. Bishop's card. It is Mr. Hackenberg's card that you're attempting to identify now.

Mr. Boyd: Yes.

Trial Examiner: Well, this is another step removed, of course, as you know, Mr. Boyd, one step removed.

Mr. Boyd: Yes, one step removed.

Trial Examiner: I doubt very much, since there has been [94] an objection, whether it is acceptable proof of this man's authorization to the union. I have doubts about it. I'm going to receive it in evidence, but at the same time I'm going to express doubts whether a value can be placed on it because

(Testimony of Alan Bishop.)

of it being another step removed.

Mr. Boyd: This the only one that's far removed because the other witnesses I have here. You will recall that the Witness Whiteside testified that he had received the seven cards and identified the names of the persons from whom he had received cards. This witness has explained the delivery of that card to him, and identifies this as being a true copy of the one he delivered.

Trial Examiner: Of course, Mr. Whiteside didn't testify that he saw this person sign a card.

Mr. Boyd: This witness alone is the one competent to say it was delivered to him by Hachenberg.

Q. (By Mr. Boyd): Do I understand that is your testimony, that Hachenberg gave you his card to be delivered to Mr. Whiteside? A. Yes.

Trial Examiner: Did you see him sign it?

The Witness: No, sir, I can't say that I saw him sign it.

Trial Examiner: Well, with the reservations I've expressed in order to keep this thing moving, I'll receive it on that tentative basis. I don't think I could rely on it if it became a point in the conclusion. [95]

(The document heretofore marked General Counsel's Exhibit No. 11 for identification, was received in evidence.)

(Testimony of Alan Bishop.)

GENERAL COUNSEL'S EXHIBIT No. 11

Mail This Card Today

Authorization for Union Representation Under the
Federal Labor Laws of the United States
Government!

Do you want the UAW-CIO to bargain for you for
a signed labor contract providing for wage in-
creases, better vacation pay, job security, and other
improved conditions of employment?

Yes ☒ NO ☐

My Signature: Richard N. Hachenberg.

My Address: Box 746.

City: Central Point.

I am employed by Howard-Cooper Co.

How long? 9 mo.

Kind of work I do: Mechanic.

Present Wage Rate: \$2.00.

Drop this Filled-Out Card in the Mail Box Today!

All cards are kept confidential by the UAW-CIO
and by the Federal Government.

Received in evidence June 25, 1956.

Mr. Boyd: Very well. I understand though that
the Trial Examiner, with the reservations that he
has made in his comment, is receiving GC-11 in
evidence.

(Testimony of Alan Bishop.)

Trial Examiner: Correct.

Q. (By Mr. Boyd): Now, Mr. Bishop, you say seven people attended that meeting. Will you identify the ones who were there?

A. There was myself, Hubert Curtis, Homer Billups, Stan Long; Ted McCoy came in late. Dick Hachenberg came in late——

Q. That's the man whose card you referred to?

A. Yes, sir. After he got off the National Guard, he came in. I believe that's it.

Q. You have mentioned six. Specifically, was Charles Brown there?

A. Charles Brown was there.

Mr. Stirling: I object to that as leading.

Mr. Boyd: It is leading. I'll prove it through Charles Brown. He's here.

The Witness: Well, I just couldn't recall his name.

Q. (By Mr. Boyd): Now, what took place at the meeting?

A. Well, we walked in the door. I put the cards on the desk and turned and introduced the men that didn't know Harry Whiteside.

Q. Who was the man right behind you? Well, that's immaterial. [96] A. I don't recall.

Q. Very well. What I meant was: What was decided at the meeting?

A. Well, we talked about the union, and we decided that we wouldn't do anything about it until after the first of the year. We thought we'd just be quiet, I guess, is the best way to say it. We

(Testimony of Alan Bishop.)

didn't want to do anything to notify the company that we wanted the union.

Q. Very well. Now, moving along to the first of the year, was there any—so far as you know, did you take any action toward dealing with the company from November until the first of the year?

A. No.

Q. All right. Directing your attention to the demand, which the union made upon the company in its letter of January 4, were you informed of the union making such a demand for recognition on that date, which is General Counsel's Exhibit 3?

A. I believe I knew about it.

Q. All right. Now, keeping that date in mind—

A. January the 4th.

Q. Well, you learned about it thereafter, I assume? A. Yes.

Q. Keeping in mind the date of January 4 and using the calendar to refresh your recollection, when was the first knowledge you had of the company knowing of the union's demand? [97]

A. Well, that would be the next week.

Q. And when in the next week?

A. The 11th.

Q. Will you tell us now what took place on the 11th?

A. Well, we all went to work and around 10 o'clock the shop foreman came out and told us that he wanted to talk to us in his office.

Q. That was who? A. Mr. Thrash.

Q. That's the gentleman seated over here?

(Testimony of Alan Bishop.)

A. Yes.

Q. Did you go into the office? A. Yes.

Q. What took place?

A. We all went in the office and sat down, and Mr. Parker and Mr. Thomas and Mr. Heaton and Mr. Thrash came in.

Q. Who among them did most of the talking, acted as the spokesman? A. Mr. Parker.

Q. Did others talk at all?

A. Oh, there was—they said something. Mr. Thomas said a few words.

Q. Well, will you relate now, as best you recall, how the meeting was opened, and by whom it was opened, and the words in which it was opened? [98]

A. Well, I believe Mr. Parker was introduced, and he started the meeting by saying that he and Mr. Thomas had been traveling south, visiting the different branches, plants, and, when they arrived in Eugene, he received a telephone call from Portland, informing him that there was labor trouble at Central Point, and that he——

Q. Is this his words? A. Yes, sir.

Q. All right, go ahead.

A. And that he called the Central Point branch, and they didn't know anything about it down there. So, they drove down to find out about it.

Q. Now, with that introduction, what did—what more did he say with that explanation? What more did he say?

A. He wanted to know what the trouble was.

(Testimony of Alan Bishop.)

Q. And what response did he get when he made that statement? A. Nobody said anything.

Q. What time did this meeting start?

A. Around 10 o'clock.

Q. And about what time was it completed?

A. About a quarter to 12:00.

Q. Now, will you relate as best you can the way that meeting developed from the point where he asked what the trouble was, and you said he got no response? Then what took place? Who spoke, and what was said? [99]

A. Well, he didn't get any response to the question, and there was a little pause, and then he said that he himself didn't have any objections to the union. In their proper place, he felt that they were all right, and that they tended to lead to hard feelings and strikes, people out of work, and neighbors not speaking to each other.

Then he voiced the query again. He wanted to know what the trouble was. He said the company's doors were always open to the men in the shop. If they had a beef, they could—they should feel free to come to the company, and that he didn't believe a third party was necessary in straightening out of matters.

Then I believe then is when the men started to voice what was on their minds, what little was said.

Q. Well, now, before you go to that, did any of the other men with Mr. Parker speak up?

A. I believe Mr. Thomas said, "Well, what is the trouble"? and nobody said anything. Then he

(Testimony of Alan Bishop.)

said, "Well, what is it you don't like"? and nobody said anything to that, and then he said, "What is it you do like"? Nobody said anything to that. He says, "Well, it looks like nobody likes anything." Then the question was raised—I don't know by whom, but it was one of those four gentlemen—"What is the trouble? Is Hy Thrash too tough on you"? Hy says, "Yeah, I'm really rough on them."

Q You said this? [100] A. No, Hy did.

Q. Oh, Hy said that?

A. In a joking manner. Well, it was kind of humorous. Everybody was a little nervous, I guess.

Q. All right. Now, what more was said?

A. I believe then the men raised a few questions.

Q. What were these points that were raised by the men, as you remember them, and by whom?

A. Well, I believe Ted McCoy raised the question of insurance. He felt that we paid too much money for the amount of coverage we had. At that time, his wife had just had a baby, and he felt that we ought to have insurance, I guess, to cover maternity benefits.

Q. And that was a point of discussion?

A. Yes. Mr. Parker told us that the company looked into all different kinds of insurance, and they had the best insurance that they could get for the amount of money that was being—that would be reasonable for us to pay. I believe that's about all that was said on insurance.

(Testimony of Alan Bishop.)

Q. All right. Now, what more—what other point was raised?

A. There was a question raised about coveralls.

Q. Do you remember who raised that?

A. No, I don't know who brought the question up.

Q. And what was the point raised about the coveralls?

A. Well, the person that raised it wanted to know why the [101] company didn't furnish coveralls, or share the cost of it.

Q. At that time, what type of coveralls arrangement did you have?

A. Well, there was a private laundry bringing coveralls once a week around the shop. Most of us had two clean pair a week.

Q. At whose expense? A. Our expense.

Q. How much did that cost?

A. Right after this meeting, the price went up. At that time, I believe we were paying 80 cents a pair per week. That would be \$1.60 a week.

Q. All right. Now, what was the point made—what response did they make concerning the coveralls when this point was raised?

A. Well, Mr. Parker said that the company had never furnished coveralls, and I believe he asked Mr. Thrash if he would look into it as to getting them somewhere else at a little less cost.

Q. What other matter was brought up?

A. Well, I brought up the question of the differ-

(Testimony of Alan Bishop.)

ence between the pay rate at Eureka and the pay rate at Central Point.

Q. And what was the response to that?

A. Well, Mr. Parker told me the reason for the two different pay rates was that the cost of living and the cost of rent and everything in Eureka was higher than it was in Central Point.

Q. Was there any other further discussion about differences in [102] rates that you recall?

A. I believe there was some discussion about the difference between Central Point and Coquille, and I believe there was a few direct questions at Mr. Parker as to what was the rate in Portland, and possibly Redding, I believe.

Q. Do you recall what answer he gave?

A. I don't believe that he gave a direct answer. I believe he said he didn't know exactly what the rate was.

Q. All right. Now, was there any other point brought up?

A. No, I don't remember anything more.

Q. Do you have any recollection of a discussion about coffee breaks?

A. Yes, there was.

Q. What was—Who brought that up, and what was said in response?

A. I don't know who brought the question up, but Mr. Parker said that he liked coffee, too, and that he felt a coffee break would be all right, and he turned to one of the other gentlemen—I forget which exactly that it was—but asked them to look

(Testimony of Alan Bishop.)

into it, as to getting equipment necessary to give us a coffee break.

Q. Do you recall any other matter being mentioned by him in the course of his speech, or by the employees in the course of his speech?

A. Not by the employees. [103]

Q. Do you remember him making any further remarks?

A. Well, he said that the company had a policy of every six months reviewing wage scales and the cost of living, and, if they were low, why, they would raise the scale, and that the company had just made one of those surveys and they felt that they were 10 cents an hour low, and that there was to be a 10-cent hourly wage raise, but he didn't know whether he could give it to us because of this union had petitioned for recognition, and he didn't know whether it would be legal or not.

Q. Did he specify whether he personally had inquired to find out how the rates paid you employees compared with the rates paid other employees in this area?

A. Yes, he did. He said when he arrived last night " * * * I phoned Mr. Bud Hopper in regards to his pay rates."

Q. Who is Bud Hopper, if you know?

A. I don't know the gentleman personally. I believe he's the owner of Hopper's Tractor & Equipment Company, and he's the Allis-Chalmers dealer at Medford.

Q. Very well.

(Testimony of Alan Bishop.)

A. And he called a gentleman at Caterpillar, which is Crater Lake Machinery Company, and that our rates was favorable with theirs. Now, I don't know what he meant by that.

Q. Do I understand—was he clear in saying whether the rates with the 10-cent increase would be favorable, or the rates without the 10-cent increase would be favorable? [104]

A. He told us that he contacted Mr. Hopper and this other gentleman the night before, and he said this before we even knew of the 10-cent—

Q. Before he made the announcement of the 10-cent increase? A. Yes.

Q. He mentioned this earlier?

A. Yes, he did. He mentioned this talking to Mr. Hopper and this other gentleman before—at the start of the meeting before.

Q. When the meeting first started?

A. Yes.

Q. And it was in the latter part of the meeting then that he announced that there was to be a 10-cent rate increase?

A. He asked what the trouble was and, after a long pause, why, I believe he used that to fill in the gap.

Q. It was after he got no response that he then came forward with the information that they were considering instituting a 10-cent increase?

A. That's correct.

Q. Is that correct? A. Yes, sir.

Q. Have you recounted as fully as you now re-

(Testimony of Alan Bishop.)

call that which developed in the course of that meeting? A. I believe I have.

Q. Well, now, passing the meeting, did anything more transpire [105] that day that you have personal knowledge of that related to the meeting or to the fact of the matter of the union representation of the employees?

A. No, not as far as I know.

Q. Did there on the following day—I'm referring now to January 12th?

A. Yes. When I came to work—that was Thursday morning—the shop foreman took me into the office.

Q. Your normal time of coming to work was when? A. 8 o'clock.

Q. And what time was it after you got to the office, or got to the plant that he took you to the office?

A. Well, it was shortly thereafter, maybe 8:10 or 8:15.

Q. Had you started to work before he called you into the office?

A. I believe I put my coveralls on. I don't believe I had started any jobs.

Q. Very well. Now, what took place—when you said shop foreman, you're referring to Mr. Thrash?

A. Yes. He said that they felt they didn't get anything logical the day before, and that they talked it over and that they felt that we men were—if we were interviewed separately, that we might feel freer to talk. He asked me if I had anything

(Testimony of Alan Bishop.)

that I felt I should say, and I said that I didn't feel that the scale was right, and he told me that it was up to his discretion [106] as to who got top money. By that, he meant the highest rate of pay, and that, if he thought a man was worth more, then he requested that he get more money.

Then I said I didn't feel that the overtime was distributed evenly enough, and he replied that——

Q. Was there much overtime in relation to the type of work that you were doing?

A. Oh, there's Saturdays, a few hours every day generally. Some weeks you were working Sundays, but very seldom.

Q. At that time, what rate per day were you being paid for overtime? A. Time and a half.

Q. And was the overtime work normally accomplished in the shop?

A. Well, very little of it is. It's generally the men that work in the field.

Q. Was it a part of your job as a service mechanic to work both in the shop and in the field?

A. Well, if there was no outside work to do, we naturally worked in the shop.

Q. Are you saying that normally your work was accomplished in the field?

A. Yes. If there was a job to do, then he would just send one of us out on it.

Q. To the customer's place where you would make the repair?

A. Yes. Wherever his equipment was, that's where we did the [107] job.

(Testimony of Alan Bishop.)

Q. Well, coming back now to your remark that there was not an even distribution of overtime or equitable distribution of overtime, what response, if any, did Mr. Thrash make to that?

A. Well, he told me that he'd asked me to work overtime quite a few times and I turned him down, and that he finally reached the point where he wouldn't ask me any more. He'd go get somebody else, and then he made the remark that I knew as well as he did that he had enough on me in the last six months to have canned me three or four times. By that, I took it that he meant customer complaints, that people were sore at me for something that I had done on the job out in the field.

Q. Had you had any customer complaints?

A. I had.

Q. How long before?

A. Well, the one that was called to my attention happened, I believe, a year before I left, maybe six months.

Q. Had you known of several of them in the six months preceding?

A. The only one that had been called to my attention was this specific one.

Q. If there were others, they were not called to your attention?

A. That's right.

Q. Was there other conversation between you and Mr. Thrash? [108]

A. Well, he says "That's all there is." He sent me out on a job then, out in the field.

Q. That took you away from the plant?

(Testimony of Alan Bishop.)

A. That's correct.

Q. And you left the plant about what time that day?

A. Probably 8:30 or 8:45.

Q. Did you return to the plant that day?

A. I did that afternoon about—around 5 o'clock.

Q. What was the normal quitting time?

A. 4:30.

Q. You say you arrived about 5:00?

A. Yes.

Q. Who was at the plant back in the shop when you arrived?

A. I believe Don Squire was there.

Q. Did you have any conversation with Squire when you came in?

A. He told me there was a paper up at the time clock and that to go read it, and, if I wanted to sign it, to sign it.

Q. Now, I direct your attention to the document in evidence as General Counsel's Exhibit Numbered 7 and ask whether you can identify that paper?

A. This is the paper.

Q. Is that the paper to which you have just referred in your testimony?

A. Yes, that's right.

Q. Will you state, please, to what extent that had been signed? [109] How many signatures were on that paper at the time you saw it at 5 o'clock—at or about 5 o'clock on the evening of the 12th of January?

A. There was two signatures.

Q. And the signatures that were on there at the time were which two signatures?

(Testimony of Alan Bishop.)

A. Donald R. Squire's and Ted C. McCoy's.

Q. Those were the first two signatures?

A. That's correct.

Q. Did you at that time affix your signature?

A. No.

Q. Were there any other employees in the plant at that time, other than Squire?

A. There could have been. I didn't see them.

Q. I see. You say you did not sign it at that time? A. No, sir.

Q. What did you do?

A. I was a little nervous after I read it. So, I got in touch with Mr. Whiteside.

Q. And where did you—what effort did you make to reach Whiteside, and where did you get him? Without going into too much detail, when did you reach him?

A. I reached him that evening. I believe it was here in Medford.

Q. Did you know, when you started out to locate him, that he [110] was here in Medford?

A. No, sir, I didn't.

Q. But you did get him in Medford?

A. Yes, sir.

Q. Did you reach him—did you talk with him in person or by telephone, or both?

A. I believe I met him in the Jackson Hotel.

Q. Very well. Did you go alone to meet him?

A. Yes.

Q. Would you relate now what took place between yourself and Mr. Whiteside?

(Testimony of Alan Bishop.)

A. Well, I described this document as best I could and asked him what we should do.

Q. What you fellows should do?

A. Yes. I was a little apprehensive after reading it.

Q. Now, you hadn't known of what transpired during the day of the 12th with regard to this paper?

A. No, sir.

Q. You just saw the paper, and then, seeing it, went and talked to Mr. Whiteside?

A. That's right.

Q. Now, when you talked with Whiteside and said to him what you should do, what did he say?

A. Well, he says "It's obvious that they're trying to find out who signed the cards." [111]

Mr. Boyd: We don't submit that statement to prove the truth of it. We're only accounting for the action of the witness.

Q. (By Mr. Boyd): Proceed.

A. He says, "To protect you men," he says, "tell them to go ahead and sign it."

Q. All right. What did you do after he gave you that instruction?

A. I went home.

Q. When did you return to work?

A. 8 o'clock the next morning.

Q. At 8 o'clock the next morning, what took place?

A. Well, in walking from the main entrance to the shop, to the cloak room, where we left our lunch pails and coveralls, I met Dick Hachenberg about

(Testimony of Alan Bishop.)

half way across the floor, and he questioned me about it, and I said "Well, Mr. Whiteside says to go ahead and sign it to protect ourselves."

Q. And that was the extent of your conversation with Hachenberg? A. That's correct.

Q. I see that the next name in sequence is that of Hachenberg. It appears to be that of Hachenberg. Did you see him sign it? A. No, sir.

Q. You did not see him sign it?

A. No, I went on into the cloak room and put my lunch pail [112] down and put my coveralls on.

Q. Now, following his name or other names, did you see any of these other people sign, other than yourself? A. I don't recall.

Q. Your name is next to the last? A. Yes.

Q. About what time on the morning of Friday, January 13th, was it that you signed that document?

A. I know it was before noon. I don't know exactly what time.

Q. It was in the course of the morning?

A. Yes, sir.

Q. How long had you worked in the plant?

A. I'd been at Central Point about two years.

Q. Did you know a J. E. Carroll? A. Yes.

Q. Was J. E. Carroll working in the month of January of 1956 for the company?

A. No, sir.

Q. Has he worked for the company at any time in 1956 prior to your termination?

A. No, sir.

(Testimony of Alan Bishop.)

Q. You terminated with the company at about what date?

A. It must have been in March or April, possibly April.

Q. You say that you knew Carroll?

A. Yes, I knew him. [113]

Q. Had Carroll at any time worked for the company? A. He had in 1955.

Q. What was his capacity?

A. He was a welder.

Q. Who did the welding after Carroll ceased doing the welding? A. Curtis did.

Q. Do you know the circumstance of Carroll not continuing at the company?

A. Well, Carroll got sick. He had a heart attack, I believe.

Q. He had a heart attack, and it was following that that Curtis did the welding? A. Yes.

Q. Had Curtis been employed before Carroll had the heart attack?

A. No. He took Carroll's place.

Q. He took Carroll's place? A. Yes.

Q. Directing your attention to the list of names that appear on General Counsel's Exhibit Numbered 7, the company's letter——

Mr. Stirling: If you please, in order to save time in going into this matter of Mr. Carroll on the company's letter, I received a list of employees from the branch and submitted that list to the NLRB. That's the list that has been submitted in evidence. Now, I have—I don't know whether it

(Testimony of Alan Bishop.)

was at that time or later, but I understood that Mr. Carroll was being [114] carried as an employee of the company, but that he was not working because he was disabled, that he had had a heart attack or something some time prior to January of '56, but the company still considered him to be an employee. They were still carrying him on their records.

Now, I understand that he has since definitely been released and has severed his connection entirely with Howard-Cooper Corporation.

Mr. Boyd: When was that done, Counsel?

Mr. Stirling: I believe a couple months ago, probably in March. Now, it's my understanding that, when you submit a list of names to the NLRB for an election, that you include the employees who are temporarily absent, and Mr. Carroll is in that category. That's the reason, and I don't know whether it's necessary to go into anything further in regard to it.

Mr. Boyd: Except that his temporary absence has now become permanent, is that it?

Mr. Stirling: Yes, it has.

Mr. Boyd: One further thing, Mr. Stirling, since we were discussing the matter, it is stipulated, is it not, that Hallett and Findley were the two partsmen?

Mr. Stirling: Yes.

Mr. Boyd: And that all remaining persons held classifications in the shop?

Mr. Stirling: Yes, I think that's correct, yes. [115]

(Testimony of Alan Bishop.)

Mr. Boyd: Maybe we can save a further step. Would you stipulate further that Hubert Curtis was employed to replace or took the place of Carroll when Carroll was disabled?

Mr. Stirling: No, I can't stipulate that because I don't know that.

Mr. Boyd: Well, we'll find that out.

Q. (By Mr. Boyd): One thing more: When were you informed and by what means were you informed thereafter of a pay raise?

A. I noticed it on the check.

Q. That was the first information that you had that a raise had gone into effect?

A. That's correct.

Q. Is that correct? A. Yes.

Q. You got that on the check which you received on what date?

A. That would be on the 20th, the check I got Friday, the 20th, had the——

Q. It was for what work week?

A. The work week of the 9th to the 15th.

Q. And the amount that you got then was the 10 cents increase over your previous existing rate?

A. That's correct. [116]

* * *

STANLEY L. LONG

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Boyd:

Q. Will you state your name, please?

A. Stanley L. Long.

Q. And where do you live?

A. 602 North Riverside, Medford.

Q. Where are you employed?

Trial Examiner: Just a moment. Mr. Long, could you speak up a little better? I have some difficulty in understanding.

The Witness: 602 North Riverside, Medford.

Trial Examiner: That's fine.

Q. (By Mr. Boyd): And where are you employed?

A. At Howard-Cooper Corporation, Central Point.

Q. In what classification?

A. As a mechanic.

Q. When were you employed by them?

A. November the 14th, 1955.

Q. Mr. Long, I hand you a document marked for identification [118] General Counsel's Exhibit 12, which I ask you to examine carefully and state whether you can identify the form of that document?

A. Yes, I can.

(Testimony of Stanley L. Long.)

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 12 for identification.)

Q. (By Mr. Boyd): In form, what is it as you identify it? A. What do you mean?

Q. Well, when did you first see such a document as that?

A. Oh, I received one of these at the meeting.

Q. At the union meeting?

A. At the union meeting.

Q. And when was that union meeting in relation to the time when you started to work?

A. Well, I believe it was around three days after I started to work, three or four days, something like that. I'm not sure on dates.

Q. With regard to the one that you received, what did you do with it?

A. Well, I looked it over and read it, and then I signed it.

Q. And having signed the one that you then had, what did you do with it?

A. I handed it to Harry Whiteside.

Q. Now, looking at this document marked for identification GC-12, will you examine the entries that are made on it and [119] state whether you had made identical entries to that in your own handwriting on the card that you turned in to Whiteside?

A. I did all except for one, the period of how long. I don't believe I filled that in.

(Testimony of Stanley L. Long.)

Q. You don't remember filling that in?

A. I don't remember filling that in, the period of time, because I had just gone to work there.

Q. Excluding the entry there, two weeks——

A. Yes.

Q. ——the rest of the card is filled in as you remember filling in your own card?

A. Yes, it is.

Mr. Boyd: In view of the witness' testimony and with that limitation on it, I offer in evidence GC-12.

Trial Examiner: Mr. Stirling, if you like, you can have a standing objection to all of these typewritten cards. I'm not suggesting you make it, but you objected to the previous ones, and I thought it might save time, if you want it.

Mr. Stirling: All right, that would be fine.

Trial Examiner: All right. There will be Respondent's objection to the typewritten cards in lieu of the originals, and I am receiving the typewritten cards on the basis of the testimony, and I've already commented on my action in doing so.

(The document heretofore marked General Counsel's Exhibit No. 12 for identification, was received in evidence.) [120]

(Testimony of Stanley L. Long.)

GENERAL COUNSEL'S EXHIBIT No. 12

Mail This Card Today

Authorization for Union Representation Under the
Federal Labor Laws of the United States Gov-
ernment!

Do you want the UAW-CIO to bargain for you for
a signed labor contract providing for wage in-
creases, better vacation pay, job security, and
other improved conditions of employment?

YES ☒ NO ☐ Date.....

My Signature: Stanley L. Long. Phone.....

My Address: 602 Riverside.

City: Medford. Zone No.

I am employed by: Howard-Cooper Co.

How long: 2 weeks.

Kind of work I do: Diesel Mech.

Present Wage Rate: \$1.85.

I am on: Day ☐ Swing ☐ Graveyard ☐ Shift.

Drop This Filled-Out Card in the Mail Box Today!

All cards are kept confidential by the UAW-CIO
and by the Federal Government.

Received in evidence June 25, 1956.

(Testimony of Stanley L. Long.)

Q. (By Mr. Boyd): Now, Mr. Long, what was determined at that union meeting?

A. Well, as far as I can remember, we just kind of discussed what the unions have done for other outfits in different areas, and more or less decided that we did want the union to negotiate for us, that we didn't want anything done though until after the first of the year, and that's as far as I can remember of what happened.

Q. All right. Let's move to the first of the year. In your recollection, were you working at the plant on January 11th?

A. Yes, I was.

Q. Will you describe your recollection of what developed that morning?

A. Well, I don't remember the exact time, some time in the morning, I was starting to get some parts at the parts window, and this foreman, Hy Thrash, came by and told me to come into the office there.

Trial Examiner: Who told you that?

The Witness: The foreman, Hy Thrash.

Q. (By Mr. Boyd): Told you to go into the office. Keep your voice up. Did you go in?

A. Yes, I did.

Q. What took place in there?

A. Well, everybody else had gathered there, and Mr. Parker and the branch manager and Mr. Heaton and Hy Thrash, and then one [121] other gentleman with Mr. Parker, but I don't remember his name. It was Thompson or Thomas. I don't recall.

(Testimony of Stanley L. Long.)

Q. You remember there was a fourth man?

A. Yes, there was.

Q. Well, what took place, and will you describe as best you can the development of what took place?

A. As far as I can remember, Mr. Parker was either introduced or introduced himself—I don't recall—and he went on, after he was introduced, to state that he had—or he asked what the labor trouble was, what the trouble was in the shop, and he stated that he had received a telephone call at one of the branches, either Albany or Eugene—I couldn't remember just exactly what branch he stated—and that after he received the call, he called to Central Point to find out what they knew about it, and they didn't seem to know anything. So, he came down to Central Point to find out for himself what the trouble was, and he tried to—or he asked us to come out and state what the troubles were. I don't recall just how it was said or the words that he said then, but there wasn't much response from anybody. Everybody more or less stood around, and I recall him making one statement to the effect of the increase in wages. I don't remember just what he said in the morning there, but he did state, as far as I can remember, that we—they were considering a 10 cent increase in wages, but due to this trouble now they didn't quite see where they could give it to us. Now, that's as close [122] as I can remember of all that was said. I don't know the exact words.

Q. As to not getting the 10 cents?

(Testimony of Stanley L. Long.)

A. About the increase.

Q. What other points were made that you remember? A. Well, the point that——

Mr. Stirling: Excuse me. Would it be possible to state that Mr. Long would testify that the meeting resulted in substantially the same discussion as was testified to by Mr. Bishop?

Mr. Boyd: Discussions and proposals as testified to by Mr. Bishop. I would state that and am willing to stipulate that, Mr. Stirling, reserving though the privilege of developing two or three specific points then that would not be repetitious of the extended testimony. Is that agreeable?

Mr. Stirling: Yes.

Q. (By Mr. Boyd): Now, then, instead of going into all the points that Mr. Bishop covered in his testimony, you heard his testimony, didn't you?

A. Yes, I did.

Q. And as to the specific suggestions or beefs or grievances that were mentioned, you would testify substantially the same? A. Yes, I would.

Q. Specifically though with reference——

Trial Examiner: Will you give the witness a little more time? He seems to be pondering [123] there.

Mr. Boyd: Yes.

Q. (By Mr. Boyd): Was there any reservation or exception in your mind?

A. Well, I was just trying to recall if there was anything that I can remember that he didn't mention.

(Testimony of Stanley L. Long.)

Q. Well, may I direct your attention to one item? Do you remember any mention made by Mr. Parker of what he said was his attitude toward unions?

A. Yes, I do.

Q. What was it he said as you recall?

A. As I recall, Mr. Parker said he had nothing against any union, but, oh, all they ever did, was they created, oh, hard feelings towards the men involved, and it created things like guys standing outside the house ready to beat up on the families or yourself.

Q. You recall him making mention of something in substance like that?

A. Yes, I do.

Q. What other point?

A. And broken windows, and something pertaining to a soup line. I can't quite recall what brought that in or how it was said, but that's about as much as I can recall at the present.

Q. Do you have any recollection of him mentioning any investigation that he had made to find out wage rates in the Central Point area? [124]

A. Yes. He mentioned that, after he arrived there, that he'd called the different branches in the same line of work that we were doing there, the Hooper Tractor Company and Caterpillar Tractor Company, to find out if there was any difference in our wages and benefits, and that, as far as—well, what he received was the fact that they were pretty similar.

Q. That was his statement to you?

(Testimony of Stanley L. Long.)

A. Yes. That was—well, not the exact statement, but it was to that effect.

Q. As you recall, what was Mr. Parker's statement of what he had learned by reason of this inquiry?

A. Well, that—as far as I can remember, it was that we were getting paid about the same as the others, and I believe that we had more or less the same privileges as the other companies did in that area.

Q. When you said you believed that, you mean that you believe that yourself personally, or you believe that's what he said?

A. Well, that's the way I understood what—that's what I believed after he made that statement.

Q. That was the impression you got of what he said? A. Yes.

Q. How long did this meeting last, as you remember?

A. I don't recall the exact time or anything, but it was quite awhile. I know it took up quite a bit—the best part of the morning. [125]

Q. All right. Now, in the afternoon of that day, did anything more occur involving you in relation to the matter of the union representation? I'm talking of the afternoon of the date Mr. Parker was there.

A. I can't quite remember if there was anything in the afternoon or not.

Q. All right. We'll pass on to the next day then of your recollection on the following morning, the morning of the 12th. What took place?

(Testimony of Stanley L. Long.)

A. Well, as best as I can remember, it got rumoring around that, if petition was made by us and signed to the effect that we didn't want anything to do with the union, that we would receive a 10-cent wage increase.

Q. This was shop talk that you're talking about?

A. That was shop talk.

Q. Now, apart from that, did anything involve you personally?

A. No, nothing involved me.

Q. Were you called in by Mr. Thrash the following morning for a personal interview?

A. No, I wasn't.

Q. You were not? A. No.

Q. Was there any discussion that you participated in among the men working in the shop about the matter of preparing——

A. Yes. [126]

Q. ——a document? A. Yes, there was.

Q. When did this take place?

A. Well, if I remember, it was in the morning, some time in the morning.

Q. At that time, were you working alone, or was there someone working with you on the equipment you were working on?

A. Well, as close as I can remember, I was working on the same piece of equipment with that certain party.

Q. Well, now, what's his name? Let's be specific.

A. Charlie Brown.

(Testimony of Stanley L. Long.)

Q. Charlie Brown, and was your informant then about this matter Charlie Brown?

A. Yes, it was.

Q. Then what more developed in the course of the day, not in the way of conversation or talk, but what else happened?

A. Well, I can't remember for sure whether it was that day, but I believe it was, I believe around noontime that Mr. Thrash came out and told us that we would have a coffee break, a 10-minute coffee break, and not to misuse the privilege.

Q. You recall that as occurring——

A. I can't remember for sure if it was that day or the following, but I believe it was that day.

Q. Was the coffee break instituted in that same week that Parker was there? [127]

A. Yes, it was.

Q. And that's your recollection?

A. Yes, it was.

Q. All right. Apart from that, did anything more develop with regard to—I hand you here the document that's in evidence as General Counsel Exhibit No. 7 and ask whether anything more developed on the 12th of January with respect to that document, if you know?

A. Well, the only thing that I could remember is that Charlie Brown had mentioned to me that he was going to go ahead and type up that statement here because he was quitting and it wouldn't make any difference to him if anything ever come of it,

(Testimony of Stanley L. Long.)

that he would type it up for us if we wanted to sign it.

Q. When you say you—when he mentioned this to you, were you alone with him or was there a group of employees?

A. As far as I can remember, I was alone at the time.

Q. Did you see the statement on the 12th of January? A. No, I did not.

Q. You didn't see it on the 12th?

A. No, I didn't.

Q. Does that bear your signature?

A. Yes, it does.

Q. When did you put your signature on it?

A. I put mine on it Friday.

Q. That's the 13th? [128]

A. Friday, the 13th.

Q. And when during the course of the day on Friday, the 13th, did you do so?

A. Well, I don't recall the exact time or anything. It was about the same time as everybody else started to sign it. I just went over along with a bunch of the fellows and signed my name to it. The time of the day, I don't remember.

Q. At the time of signing it, were you informed of anything that Whiteside had said about signing that paper? A. Yes, I was.

Q. And by whom?

A. I was informed by Alan Bishop.

Q. Do you know—I don't want to ask you that. I'll get it through another witness.

Mr. Boyd: I'll pass this witness.

(Testimony of Stanley L. Long.)

Cross-Examination

By Mr. Stirling:

Q. Why did you sign that, Mr. Long?

A. Well, I was informed that, if I signed it, well, it would go ahead and help the other guys and myself get a 10-cent raise.

Q. Informed? You were informed?

A. Well, I was told.

Q. By whom?

A. By Alan Bishop, that he had received word from Mr. Whiteside that it was all right to sign it.

Q. Well, then, you signed it because Bishop told you that Mr. [129] Whiteside said it was all right to go ahead and sign it, is that it? A. Yes.

Q. You didn't sign it, in other words, because of any urging from any of your employers, Thrash or Mr. Parker, or anybody like that? Do you understand my question, Mr. Long?

A. No, I don't quite think I do.

Q. Well, your supervisor at Howard-Cooper is Mr. Thrash, is it not? A. Yes, it is.

Q. Did he have any conversation with you regarding you signing this paper?

A. No, he didn't.

Q. Why did you decide at that meeting in November to hold off having the union contact the company until after the first of the year?

A. Well, as far as I can remember, it was so it wouldn't foul up any of the guys' paid holidays

(Testimony of Stanley L. Long.)

and things because we were going to be losing some time there the last week in December, and everybody wanted to get as much as they could. That's as close as I can remember of all about what the deal was.

Q. What do you mean would be losing some time in December?

A. Well, a bunch of them—there would only be so many of us that would be allowed to work a couple days that one week to take inventory. [130]

Q. Oh, everything is shut down?

A. Everything is shut down, and, if anything developed, they figured maybe we wouldn't get paid for Christmas or for New Years. [131]

* * *

DONALD SQUIRE

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Boyd:

Q. Your name is Donald Squire?

A. That's right.

Q. And you live where?

A. 56½ Bigham Lane, Central Point.

Q. You're an employee of the Howard-Cooper Corporation?

A. Yes.

Q. And have been for how long?

(Testimony of Donald Squire.)

A. The first time I worked for them was approximately five years ago.

Q. Now, were you at the plant on the morning—first, you did not sign a union card?

A. No, I did not.

Q. You did attend the meeting on the morning of January 11th when Mr. Parker spoke to you?

A. Yes.

Q. You heard the testimony of Mr. Bishop and Mr. Long concerning the contents of the meeting. Is their account of it substantially your recollection?

A. Yes, it seemed to be quite complete.

Q. Do you recall any additional or anything other than their [133] description?

A. No. Everything seemed to be quite true that's been brought up so far.

Q. Very well. With respect to the morning of the 12th, Thursday morning, I refer to now, Mr. Squire——

A. Yes.

Q. Were you personally interviewed by Mr. Thrash?

A. No.

Q. But did you talk with him during the course of that morning? I do not mean a personal interview in his office, but did you talk with him in person?

A. Not as I recollect about anything important. Hy and I usually do confer quite frequently, just about general things in the shop.

Q. Well, he was around the shop that morning?

A. Yes.

(Testimony of Donald Squire.)

Q. You did have some conversations with him?

A. Just general.

Q. Well, did you talk specifically about—did he make any specific mention of how the employees might get their raise?

A. Yes. I don't believe it was that morning. I believe it was that afternoon that he and I just, like I say, in general conversation agreed that one way they could get the raise was if they were—if they didn't have any union representing them at that time, that they could file a petition or letter, whichever [134] may be used, and everybody sign it which was interested, which would cover a majority, and send a copy, I believe, to the Labor Relations Board, one to the company, and one to the union's representative.

Q. Now, how did that subject—how was that subject brought up? How did it happen to be mentioned?

A. I can't recollect exactly, but I think it was Mr. Thrash's interest that the fellows do get the raise when it had been brought up before this situation.

Q. This was your impression of what he was saying at that time?

A. Just the conversation between us.

Q. Now, do I understand it's your recollection that he said that the means would be by—if they submitted a letter of petition signed by them to the Labor Board?

(Testimony of Donald Squire.)

A. I can't remember him saying exact words like that.

Q. I'm not asking for his exact words. I want to know the substance of it as you recall.

A. I don't know whether it was his words or mine on that. He had not said outward or that there was anything suggested, but there was one possibility to handle it and it could go through.

Q. Did he at that time suggest to you the matter of imparting that information to the other employees?

A. I don't remember any statement to that effect.

Q. Do you remember subsequently talking to Long and telling him of Mr. Thrash's statement to you? [135]

A. I believe I talked to just about everybody in the shop.

Q. In doing that, was that a matter that Mr. Thrash had suggested, or was it a matter of your own initiative?

A. I don't recollect on that. It was probably a combination of both.

Mr. Boyd: Pass the witness—oh, before doing so, let me take up a couple other things.

Q. (By Mr. Boyd): Mr. Squire, showing you General Counsel's Exhibit 7, when did you affix your signature there?

A. I believe it was the 12th. Yes, it was this date here, the date it was written. I was the first one signed it. It was late in the afternoon.

(Testimony of Donald Squire.)

Q. Late in the afternoon of the 12th?

A. Yes.

Q. Were you present when McCoy signed it?

A. No. I believe I signed it and turned around and walked off.

Q. Do you remember seeing Bishop there later in the afternoon and telling him about it?

A. I said there was a letter to this effect at the time, and why I signed it, and it was up there where everybody could see it as they punched out, just as they were leaving.

Q. Did I understand your statement that you said——

A. No. I was informed that the letter was there. I was outside in the yard when everybody signed it.

Mr. Boyd: That's all. Thank you. [136]

Trial Examiner: Who informed you the letter was there?

The Witness: I don't remember. It was one of the fellows in the shop, one of the mechanics.

Trial Examiner: Did you type this yourself?

The Witness: No. I gave my ideas where some words should be stricken out, or something added or changed.

Trial Examiner: To whom did you give those?

The Witness: To Charlie Brown.

Mr. Stirling: I have no questions.

Mr. Boyd: Oh, excuse me. Let me ask you another question.

Q. (By Mr. Boyd): Mr. Squire, the shop is

(Testimony of Donald Squire.)

made up normally of around seven or eight employees?

A. I'd say that's right for a normal number.

Q. Eight or nine?

A. Eight or nine, I should say.

Q. When Mr. Thrash is absent from the plant, who is in charge of the plant?

A. I am when he's not in the plant.

Q. Pardon?

A. Not the plant, just the shop part.

Q. I mean the shop. What are your responsibilities at that time?

A. Just completely watching things for him, taking in jobs, watching the division of the work, sending out field men as necessary, just the general run of the work. [137]

Q. By whose authority do you act in his absence? A. Mr. Thrash's.

Q. He designates you to take charge?

A. Yes, sir.

Q. In taking charge, do you—first, do you estimate work? A. I have.

Q. Do you make work assignments?

A. Yes.

Q. In the matter of directing men to go into the field to take care of repairs? A. Yes, I do.

Q. Do you do that regularly when you're substituting for him? A. Yes.

Q. Have you made any recommendations concerning the discipline or the employment or the payment of employees?

(Testimony of Donald Squire.)

A. I have made suggestions several times that some men were worth more, or they were capable of better work—I mean of getting better jobs, more advanced type of work.

Q. Have those suggestions been volunteered by you, or have they been solicited by Mr. Thrash?

A. Usually volunteered, usually because I could see things that Mr. Thrash could not see, working with the men as such.

Q. Are you paid on an hourly rate or a monthly rate? A. Hourly.

Q. How does your rate of pay compare with that of the other [138] mechanics in the shop?

A. It's top field serviceman's rate; no extra for the assistant's job.

Q. In Mr. Thrash's absence, if a man asks for leave to—asks permission to leave work, if he has some personal reason for leaving, whose permission does he seek? A. Mine.

Q. Have you in any instance recommended discipline or layoff of men that have been acted on by the company? A. Not for any layoff.

Q. What type of discipline have you recommended that's been acted on?

A. I suggested that some of the men were capable of better work.

Q. That's a matter of appraising their ability?

A. Appraising their ability. I never recommended anybody being fired. I think he's intelligent enough to know that.

Q. Had you ever hired anyone in his absence?

(Testimony of Donald Squire.)

A. Never.

Q. Did you ever fire anyone in his absence?

A. No.

Q. And you have never changed anyone's rate of pay?

A. I don't feel that's in my authority.

Q. How long have you had this degree of authority that you describe? [139]

A. Oh, I just kind of worked into it about eight months ago, I believe.

Q. And prior to that, who exercised comparable authority?

A. Cliff Schafer. He's not working for us now.

Q. At any time other than Mr. Thrash has told you to take charge in his absence, has he advised you of the degree of your authority, whether or not you were exceeding it, whether or not you were failing to exercise it?

A. There's only one time. I was working under one of the shop trucks. I'd been there about an hour and a half, and he came back in there and one of the fellows was goofing off, and he told me the next time the fellow was gone to take off my coveralls and put my tools up so I could go and run the shop better.

Q. He admonished you then to make sure the others worked? A. Yes.

Mr. Boyd: That's all. Thank you, sir.

(Testimony of Donald Squire.)

Cross-Examination

By Mr. Stirling:

Q. One question, Mr. Squire: Are other mechanics of Howard-Cooper at Central Point receiving the same hourly rate of pay as yourself?

A. I believe there is, yes.

Mr. Stirling: That's all I have.

Redirect Examination

By Mr. Boyd:

Q. Do they get the same amount of overtime though that you do? [140]

A. The one person that I'm sure is getting the same rate does get the same amount; in some cases, more, and sometimes I get more.

Q. And that one person is Henagar?

A. Yes.

Mr. Boyd: That's all. Thank you.

Trial Examiner: You're excused.

(Witness excused.)

Mr. Boyd: Call Mr. Brown.

CHARLES A. BROWN, JR.

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Boyd:

Q. Your name is Charles A. Brown, Jr.?

A. Yes, sir.

Q. You live where?

A. It's a rural address, Route 2, Box 193-A, Central Point.

Q. At the present time, you're employed by whom?

A. International Harvester Company, farm equipment store.

Q. And had you previously been an employee of the Howard-Cooper Corporation? A. Yes.

Q. When did your employment with Howard-Cooper Corporation terminate?

A. Near the middle of January; exactly I can't tell you right [141] offhand.

Q. Do you remember if it was at the end of the week, the last day of your work?

A. Beg your pardon?

Q. What day of the week was the last day you worked? A. Friday.

Q. On a Friday. Were you in the employ of the company in November, 1955? A. Yes.

Q. In what capacity? A. Mechanic.

Q. Now, at that time, Mr. Brown, in November—strike that. I hand you here a document

(Testimony of Charles A. Brown, Jr.)

marked for identification General Counsel's Exhibit 13. First, I ask you to examine the form of it as it appears on General Counsel's Exhibit 2, and, with respect to the form of GC-2, may I ask whether you received a form like that, identical with that, in November of 1955? A. Yes, sir.

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 2 for identification.)

Q. (By Mr. Boyd): And from whom, and under what circumstances?

A. As I remember, I believe Alan Bishop handed me the card. I wasn't there the day that the union representative happened to contact the rest of them. I believe I was there the following morning and was handed one of these cards. [142]

Q. All right. With regard to the card that you received, what did you do with that?

A. Put it in my pocket.

Q. And as of three nights ago, you handed it to me? A. I handed it to you.

Q. Did you get another card identical with that?

A. Yes.

Q. And where did you get it?

A. At a meeting that was held in November, the exact date I'm not certain of. Nearly all the employees of the shop were there to meet with Harry Whiteside.

Q. And the card that you received at that time of the meeting, what did you do with it?

(Testimony of Charles A. Brown, Jr.)

A. I signed it and returned it to Harry White-side.

Q. Now, directing your attention to the card in your hand, marked GC-13 for identification, will you examine the entries on that and state whether the card which you signed was filled out by you to contain the entries and notations shown in type-writer on General Counsel's Exhibit 13?

A. Yes, it is the same as the one I signed.

Mr. Boyd: I offer GC-13 in evidence.

Trial Examiner: I'll receive it with the same comment as made on previous offers of the same cards and, in doing so, I'm overruling Respondent's continuing objection.

(The document heretofore marked General Counsel's Exhibit No. 13, for identification, was received in evidence.) [143]

GENERAL COUNSEL'S EXHIBIT NO. 13

Mail This Card Today

Authorization for Union Representation Under the
Federal Labor Laws of the United States
Government!

Do you want the UAW-CIO to bargain for you for
a signed labor contract providing for wage in-
creases, better vacation pay, job security, and
other improved conditions of employment?

YES ☒

NO ☐

Date.....

(Testimony of Charles A. Brown, Jr.)

My Signature: Charles A. Brown, Jr.

Phone: 3-2764.

My Address: 4095 So. Pacific Highway.

City: Medford.

I am employed by: Howard Cooper Co.

How long? 16 mo.

Kind of work I do: H. D. Mech.

Present Wage Rate: \$2.05.

I am on: Day ☐ Swing ☐ Graveyard ☐ Shift.

Drop This Filled Out Card in the Mail Box Today!

All cards are kept confidential by the UAW-CIO
and by the Federal Government.

Received in evidence June 25, 1956.

Q. (By Mr. Boyd): Now, Mr. Brown, going to the date of the 11th of January, did you attend a meeting conducted in the office of Mr. Thrash where Mr. Parker spoke to the employees?

A. No. I was not at work that day.

Q. You did not work that day?

A. No.

Q. Very well. Going then to the next day following, which was the 12th of January, were you at work?

A. Yes.

Q. What took place on the morning of the 12th?

A. After we had started work, I can't remember the exact rotation in which the men were called

(Testimony of Charles A. Brown, Jr.)

in, but I believe Al was first and I believe I was next called into—Hy asked me to come to the office and talk with him.

Q. And what was the conversation you had with Mr. Thrash in his office at that time?

A. Well, he filled me in on the meeting that had taken place the day before, what had transpired, and we talked about the increase and——

Q. Let me ask you: What did he tell you, if he told you anything, concerning Mr. Parker's statement about the increase?

A. Basically what's been said here before. It was that the increase had been arranged for by the company shortly after the first of the year, but, since this union activity had taken place, that it was doubtful that the raise could be granted [144] legally.

Q. Now, this is what he told you that Parker had said the day before? A. Yes.

Q. Then what more did he have to say concerning it?

A. Well, we discussed the possibilities of getting—at that time, I told him I was leaving and taking another job.

Q. Had you told him prior to that time?

A. No.

Q. That was the first disclosure that you made to him? A. Yes.

Q. That you were intending to take another job? A. Yes.

(Testimony of Charles A. Brown, Jr.)

Q. All right. Now, then, what more did you say and he say in relation to that?

A. Well, we talked about this petition that's been presented. I don't know just exactly how it did come up about the petition, whether it—anyway, it came up that maybe it should take the form of a letter with the signatures of the employees attached and copies sent to the National Labor Relations Board, and Harry Whiteside, and to the company, asking that the union activity be suspended there, that the employees were satisfied with the working conditions as Mr. Parker had presented them, and——

Q. Well, now, before—may I stop you just a moment? You say [145] mention was made of whether it might be either a letter or a petition, but who first broached the subject of the employees doing anything?

A. Well, I really can't say for sure because we talked about it there, and I may have asked him that, since I was leaving anyway, I would be about as near a disinterested party as could be found, if I couldn't do something that would help the fellows get their raise in wages.

Q. Well, is it your recollection that you did ask him then?

A. No, I can't say that for sure, but I say that could be the way it happened.

Q. Do you remember anything that he suggested specifically?

A. So far as specific suggestion is concerned, no,

(Testimony of Charles A. Brown, Jr.)

I can't because the way we talked back and forth down there, we did come to an agreement that a petition would probably be the proper form to use, but whether he made the suggestion or whether I made it, or somebody else came up with it, I don't know.

Q. You're saying, as a result of your discussion with him, it was determined between the two of you that the appropriate thing was to prepare a petition? A. Yes.

Q. And then—you say this conversation took place rather early on Thursday morning?

A. Yes, just shortly after I went to work.

Q. Well, after having this discussion with him, what did you [146] do?

A. Well, I started a rough draft of the petition.

Q. Before doing that, did you have any conversations with other employees?

A. I talked with Don Squire, and a couple of the other fellows that were around there and asked them their opinion on it.

Q. Had Mr. Thrash made any suggestion to you concerning this matter of discussing it with other employees?

A. No, I don't believe he did. I think that was my own initiative.

Q. Now, as a result of the discussions you had with them, what did you do then?

A. It was probably after noon when I finally wrote up this petition in handwriting, about the way it is now, and I showed it to Squire and Long

(Testimony of Charles A. Brown, Jr.)

and a couple of other fellows and asked them if they thought that was about right, and received their comments and suggestions.

Q. Now, at that time, did your handwritten copy show that a copy of it was to be delivered to the company, and a copy of it to—— A. No.

Q. ——and a copy of it to the union?

A. No. I made that statement orally.

Q. You said orally to them that that was your intention? A. Well—— [147]

Q. How did that come about that you did put this on there?

A. I believe that in the discussions back and forth between Don and Hy and myself that we decided that those——

Q. Between Don and Hy and yourself, you say?

A. Yes—well, not all together at any one time, but just talking back and forth at different times, that copies should be sent to these three places.

Q. Do you recall who specifically suggested that? A. No, I don't.

Q. Do you remember any incident of the matter being held up for awhile, the matter of preparing the document be held up for awhile until someone got some additional information?

A. Yes. Hy and I talked about that. He said he would see if he could get a little more information.

Q. And more information about what?

A. About who should receive copies of this letter.

Q. And did he later tell you what information he got?

(Testimony of Charles A. Brown, Jr.)

A. Only as a thought. He didn't make a definite statement.

Q. Well, what was his—to the extent that he expressed himself, how did he express himself?

A. He said he thought that copies should go to Whiteside, the Board, and to the company.

Q. This he reported to you some time later?

A. Yes.

Q. He said he'd find out? [148] A. Yes.

Q. Then had you yet prepared it in typewritten form when he made this suggestion to you?

A. No.

Q. It appears to be in typewritten form in the document in evidence as General Counsel's Exhibit No. 7. Is this the document that was prepared?

A. Yes.

Q. And who typed it? A. I did.

Q. And where did you type it?

A. In Hy's office.

Q. Where did you get the equipment and the paper to type it?

A. I asked the office girl, the secretary, for the paper, carbon paper, envelopes.

Q. Now, about what time of the day was it that you did the transcribing of it onto this form?

A. It was in the afternoon, at least by the middle of the afternoon, that late.

Q. And the form of it that you used in transcribing was this longhand draft that you had prepared, plus the entry of copy to Harry Whiteside and Howard-Cooper Corporation, is that correct?

(Testimony of Charles A. Brown, Jr.)

A. That's right.

Q. Having prepared it, what did you do with it?

A. I prepared these three copies and one additional, which I [149] kept myself.

Q. That is, you prepared it so carbon copies would be made at the same time? A. Yes.

Q. And with respect to leaving it for signature, was it left so that the carbon copies would be marked at the same time? A. Yes.

Q. Very well. Now, go ahead.

A. I didn't address the envelopes until the next morning. I prepared this petition and placed it next to the time clock so everybody could see it. Then I told most of the ones I ran into. Whether I told them all or not, I can't remember, but I did tell most of the ones that I ran into, that the petition was there, and I don't remember who all signed it or at what particular time, but I do know that it wasn't until the next day that all of the signatures were on here. At that time, I picked it up, addressed the envelopes and took them up in the front office and mailed them.

Q. Now, you addressed the envelope to the Labor Board. Did you also address the envelopes to the company and to Whiteside?

A. Yes. I believe the envelope that was addressed to the company was addressed to the attention of Mr. Parker.

Q. Now, your signature appears midway down on the document. Do you remember whether you

(Testimony of Charles A. Brown, Jr.)

signed it on the date that you prepared it, or the next day? [150]

A. I signed it the next morning.

Q. Is there any explanation of why you deferred until the next morning?

A. Not particularly, because I knew it couldn't make a great deal of difference, one way or another, to me what came of it. My only intent in preparing this was that, if I could help the fellows out to get that raise a little bit quicker than what they would normally get it, why, I was all for it.

Q. The matter of the language that is used in General Counsel's 7 was a matter of your own choice? A. Mine.

Q. Before it was transcribed though in type-written form, did you discuss it with Mr. Thrash as to its adequacy, whether or not it was proper in form?

A. I don't believe I discussed it with Hy. I think the only discussion that was made on it was with Don and some of the other fellows in the shop. I don't believe Hy saw a copy of this letter at all until after—I couldn't even say that he saw it after it was signed, for sure.

Q. Now, you mentioned that you ended your employment on a Friday in January? A. Yes.

Q. What Friday was it in relation to the day when you signed this paper? Was it that same Friday, or the Friday following?

A. It would have had to have been that same Friday. [151]

(Testimony of Charles A. Brown, Jr.)

Q. Did you get an increase in your pay in that week for that last week? A. No.

Q. And you were not about the plant then after that week?

A. No. I picked up my tools that Friday evening, and that was all, outside of I stopped there a couple times to chew the fat with the boys, and that's all.

Mr. Boyd: That's all. I pass the witness.

Mr. Stirling: I don't believe I have any questions of Mr. Brown.

Trial Examiner: Mr. Brown, you say you addressed a copy of this to the National Labor Relations Board?

The Witness: Yes, sir.

Trial Examiner: Did you have the address and all that yourself?

The Witness: Yes.

Trial Examiner: And where did you come in possession of that, and when?

The Witness: How do you mean, where did I?

Trial Examiner: How did you happen to have the correct address of the Board to mail this to them?

The Witness: I believe Vince supplied that for me, the office manager. [152]

* * *

JOHN G. HENNAGAR

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Boyd:

Q. Your name is John G. Hennagar?

A. Right.

Q. Where do you live?

A. 119 Pine Street, Central Point, Post Office Box 92.

Q. You're an employee of Howard-Cooper Corporation?

A. That's right.

Q. In what capacity?

A. Mechanic.

Q. Were you so employed in November of last year?

A. Right.

Q. And your employment in that capacity continues up to the present time?

A. That's right. [153]

Q. In November of last year, did you see a document identical with General Counsel's Exhibit No. 2?

A. Right.

Q. And where?

A. At the home there. I got an envelope from Mr. Whiteside.

Q. And it contained one of those?

A. Yes.

Q. And the one that you received at that time, what did you do with it?

A. I mailed it to him.

Q. Before mailing it to him, did you fill it out?

A. Yes.

(Testimony of John G. Hennagar.)

Q. I'll hand you here a document marked for identification General Counsel Exhibit No. 14 and ask you to look that through and state whether the card that you filled out at the time was filled out in the form in which you find General Counsel's Exhibit 14? A. That's right.

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 14 for identification.)

Q. (By Mr. Boyd): And this you mailed to Mr. Whiteside? A. That's right.

Q. And it was mailed to him in what month?

A. In November.

Mr. Boyd: I offer GC-14 in evidence. [154]

Trial Examiner: Same ruling as previously, and same exception noted.

(The document heretofore marked General Counsel's Exhibit No. 14 for identification, was received in evidence.)

GENERAL COUNSEL'S EXHIBIT No. 14

Mail This Card Today

Authorization for Union Representation Under the
Federal Labor Laws of the United States Gov-
ernment!

Do you want the UAW-CIO to bargain for you for a
signed labor contract providing for wage in-

(Testimony of John G. Hennagar.)

creases, better vacation pay, job security, and other improved conditions of employment?

YES ☒ NO ☐ Date.....

My Signature: J. G. Henagar.

My Address: P. O. Box 92.

City: Central Point.

I am employed by: Howard-Cooper Co.

How long? 6 mo.

Kind of work I do: Shop Mechanic.

Present Wage Rate: \$2.15.

I am on: Day ☐ Swing ☐ Graveyard ☐ Shift.

Drop This Filled Out Card in the Mail Box Today!

All Cards are kept confidential by the UAW-CIO and by the Federal Government.

Received in evidence June 25, 1956.

Q. (By Mr. Boyd): Were you at the plant on January 11th? A. That's right.

Q. Did you hear the remarks that Mr. Parker made to the employees that morning?

A. I did.

Q. You attended the meeting?

A. I sat in at the meeting.

Q. You have heard the testimony of Mr. Bishop and of Mr. Long concerning the development that took place that morning. Is it your recollection—is your recollection of what took place substantially as

(Testimony of John G. Hennagar.)

they have testified to? A. Not exactly.

Q. Well, if there's a difference, what are the differences that you recall?

A. Well, I don't recall hearing him make the statement that he called these other places for——

Q. You do not recall a reference from Mr. Parker of having called the Hopper Company?

A. The Hopper and the Caterpillar Company the previous evening. I don't recall that.

Q. Are you saying that you do not recall that he made mention [155] of having done it on the previous evening, or that he had not made mention of it at all as you recall?

A. No; on the previous evening.

Q. That is, you remember him saying that he had done it, but you don't remember he said he did it on the previous evening?

A. That he had made contact with them and that their wages—our wages were lower than theirs, and they agreed to bring it up.

Q. I'm sorry, I didn't hear you.

A. That our hourly rate was lower than theirs, and they agreed to bring it up. So, he was giving us a blanket raise of 10 cents.

Q. You remember he did make that remark, but you don't remember him saying that he had done this on the preceding evening?

A. No, I don't remember that.

Q. All right. Is there any other difference in your recollection from the events that occurred that day as testified to by Bishop and Long?

(Testimony of John G. Hennagar.)

A. Well, another point that was made was about the paid holidays. I brought that up myself.

Q. You brought up a complaint about the paid holidays? A. Yes.

Q. What was your complaint about paid holidays?

A. About having to work there six months before we got paid holidays. [156]

Q. And when you voiced that complaint, that the company required you to work there for six months before getting a paid holiday, what response did you get from Mr. Parker about that?

A. Mr. Parker turned around to Mr. Heaton and Mr. Thrash and asked them if that was true, and they both verified the statement that it was true, and that it wouldn't be that way any more. I mean Mr. Parker said he'd take care of that right there.

Q. That they would change that? A. Yes.

Q. Was there any other matter that you remember now that was mentioned by either the workmen or Mr. Parker that hasn't been mentioned by Mr. Long or Mr. Bishop? A. Offhand, no.

Q. And is your recollection of those other things, which they did mention, or rather would your testimony be substantially as they have testified?

A. Well, I couldn't basically say "yes" to it or "no" either because——

Q. Well, that is——

A. ——There is points I didn't quite catch that

(Testimony of John G. Hennagar.)

probably they got, and points that I got and they didn't catch.

Q. I see. Well, then, what have they testified to that you have no recollection of having occurred?

A. Well, the one about the plant in Seattle and guys being [157] hurt on the job, and stuff like that. I don't recollect him mentioning that there was any of that going on in there, of that going on at the plant there.

Q. Was there anything else?

A. No; offhand, other than the coveralls and the insurance.

Q. You remember that those things were mentioned? A. Yes.

Q. Was there talk of a coffee break?

A. Yes, there was a coffee break.

Q. Incidentally, when was the coffee break instituted?

A. Well, to the best of my knowledge, the first time I had any access to it was on the following Monday morning.

Q. On the following Monday is your recollection?

A. Yes. It could have been in before then because, as I say, I work in the field quite a bit and probably wasn't around when the coffee break started.

Q. When the coffee break was provided, it was at what hour? A. Ten minutes to 10:00.

Q. Until what time?

A. Well, there was no specific time set on it to me.

(Testimony of John G. Hennagar.)

Q. I see. Now, was it simply a matter of providing time in which to drink coffee, or did they provide the coffee?

A. I assumed that it was time to drink your coffee.

Q. Well, did you carry your coffee, or was it provided at the plant? [158]

A. It was provided at the plant.

Q. That is, they provided the coffee?

A. Yes.

Q. Did they provide cocoa?

A. Provided cocoa, sugar and cream.

Q. And the facilities for preparing it?

A. That's right.

Q. And that practice was instituted, so far as you know, the following Monday?

A. Yeah, that was the first time I had any access to it.

Q. Now, let's go back to that day of Wednesday, the 11th. After the meeting, was there any discussion with you concerning the meeting, between yourself and Mr. Thrash?

A. Well, in a round about way, yes.

Q. And when did that take place?

A. I was in preparing for a work report and we brought up the subject, generally speaking, of the conditions and everything, and at that time Mr. Thrash told me he didn't figure that they had accomplished everything that they was out after, and I made a suggestion to him that they should call them in and talk to them one at a time there. I

(Testimony of John G. Hennagar.)

said that they might not be more reluctant to him than they would be speaking to Mr. Parker in general.

Q. Now, did he thereafter do that, to your knowledge?

A. As far as I know. Some of the fellows told me that he [159] called them in and talked to them the next day.

Q. Were you at the plant the next day?

A. Early in the morning, and then at noon, and then the next morning.

Q. So, you were out of the plant much of that day? A. That's right.

Q. Thursday, the 12th? A. Yeah.

Q. Did he talk with you personally on Thursday, the 12th, personally? A. No.

Q. On what day will you state was it that you signed the document, General Counsel's Exhibit 7?

A. Friday morning, the 13th.

Q. Friday, the 13th? A. Yes.

Q. And yours appears to be the last name. Were all these other names on the paper ahead of yours?

A. They were all there.

Q. Before you signed? A. That's right.

Q. Do you remember at what time of the morning it was that you signed the paper?

A. Well, it couldn't have been later than 8:15 because I was going out on a job. [160]

Q. Pardon?

A. It couldn't have been later than 8:15 because I was going out on a job.

(Testimony of John G. Hennagar.) ·

Trial Examiner: That's 8:15 in the morning?

The Witness: Yes, sir.

Q. (By Mr. Boyd): Was there any discussion between you and Mr. Thrash at this time concerning any prior labor trouble in the plant?

A. I think the fact was brought up that they had had a strike here once before and the plant was closed down due to that fact, not no special talk or anything like that. I mean not specifically connected with this trouble that they were having at that time.

Q. When was it that—first, who was it that told you this? Who was the person that was in conversation with you?

A. During the time of the conversation about this strike?

Q. Yes. A. Mr. Thrash and myself.

Q. And where did it take place?

A. In the office.

Q. And when in relation to January 11th or 12th was it that that took place?

A. That was, I believe, on the 13th that that took place, Friday morning.

Q. On Friday morning? [161]

A. That was after the petition had already been signed.

Q. After you had already signed the petition?

A. Yes.

Q. And how did you happen to be talking with him at that time?

A. Oh, as a general rule, I've worked in union shops before and it come about we was talking of

(Testimony of John G. Hennagar.)

the way the union operates in the big shops, and the general run of the conversation with him as to this other——

Q. With reference to the former episode?

A. Yes.

Q. Now, do I understand from your statement that he said that, when there was a strike there before, that the shop had been shut down? Was that your statement? A. Yeah.

Q. Was that his statement at that time?

A. That they had to close the shop down, or did close the shop down, I believe is the way he put it.

Q. Because of the strike?

A. Yes, or because of the union affair some way.

Q. Now, I'm concerned to know your best recollection of what it was he did say that resulted in closing the shop down.

A. Well, to the best of my recollection, they voted for the union and they just closed the shop down.

Q. The employees had voted for a union, and then they closed the shop down? [162]

A. Yes.

Q. Well, was there a strike involved? Did he mention any strike? A. No.

Q. He did not mention a strike? A. No.

Q. He mentioned there had been a vote for a union and then they had shut the shop down?

A. Yes.

Q. Did he tell you when this had occurred?

A. No, he didn't give me no dates at all.

(Testimony of John G. Hennagar.)

Q. But it was some prior event at the Central Point plant?

A. That's right, and also there wasn't no indication that it would be done this time.

Q. I beg your pardon?

A. He didn't make no indication that it would be done this time.

Q. He made no statement that that was going to happen again? A. No.

Q. He just said that happened before?

A. That's right, the previous time.

Q. Now, am I right in understanding that you did get a pay increase? A. That's right.

Q. And it became—you received it first when you received your pay check on what date? [163]

A. I received mine on the 21st because I didn't get in in time Friday evening to pick it up on the 20th.

Q. And that pay check you received on the 21st was for what work week?

A. From the 9th to the 14th.

Q. The 9th through the 14th? A. Yes.

Mr. Boyd: That's all.

Cross-Examination

By Mr. Stirling:

Q. Mr. Hennagar, you testified that you signed a card similar to this? A. Yes.

Q. Do you know about when you signed that card?

(Testimony of John G. Hennagar.)

A. Somewhere between the 7th and the 15th of November.

Q. Of '55? A. Yes.

Q. Do you know whether you had a date on the card?

A. I'm not positive. I would assume that I did.

Q. What did you understand that you were doing by signing that card?

Mr. Boyd: Object. I suppose the card speaks for itself.

The Witness: I understand from that——

Trial Examiner: Just a minute. Let me rule on the objection. Did you read the card, sir, before you signed it?

The Witness: Not thoroughly. [164]

Trial Examiner: Well, will you explain what you mean by "not thoroughly"?

The Witness: Well, I noticed the heading there, and also Mr. Whiteside said they were to have a meeting of all the boys, and that that would be to grant them the privilege to have a meeting, and I took it for granted, after I had seen one of the cards, that that's what it was for.

Trial Examiner: He may answer your question.

Mr. Stirling: I'll ask this question if I may, Mr. Examiner:

Q. (By Mr. Stirling): I take it from your testimony, Mr. Hennagar, that you signed this card with the understanding that it was a card authorizing a meeting of some sort, is that right?

A. Yes, that was the first impression I had of it.

(Testimony of John G. Hennagar.)

Q. Do I understand from that that you did not realize that you were signing a card authorizing the UAW union to bargain and negotiate a labor contract for you?

A. Not until after I read the card more thoroughly—I mean read another card.

Q. But at the time you signed, you didn't understand that?

A. I didn't fully understand it at that time, that's true.

Q. When was it that you became—that you came to this understanding of it?

A. I believe it was after the first meeting they had.

Q. And what was your understanding at that time? I mean, what [165] did you understand then at that time as to what this card authorized the——

A. I understood at that time that was what it was actually for, was for them to represent us.

Mr. Stirling: I think that's all the questions.

Redirect Examination

By Mr. Boyd:

Q. Well, to clarify that, Mr. Hennagar, at the time that you signed this document here, General Counsel's Exhibit 7——

A. Yes.

Q. ——you did that with the understanding that this was to be the meeting withdrawing the authorization that you had already given to the union?

A. That's right. [166]

HOMER BILLUPS

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Boyd:

Q. Your name is Homer Billups?

A. Yes, sir.

Q. You live in Central Point?

A. Yes, sir.

Q. You work for the Howard-Cooper Corporation?
A. Yes, sir.

Q. You were working for them in January of this year?
A. Yes.

Q. And November of last year?
A. Yes.

Q. I hand you General Counsel's Exhibit 2, which has been received in evidence, and ask you if you received a card identical with that in November of last year?
A. Yes.

Q. Where did you receive yours?

A. I received mine from Alan Bishop.

Q. And what did you do with your card?

A. I signed it and filled it out. [167]

Q. You filled it out and signed it?
A. Yes.

Q. And what did you do with it after that?

A. I don't remember if I mailed it or gave it to Harry Whiteside at the meeting.

Q. You did go to the union meeting?

A. The first one, yes.

Q. That was held in November?
A. Yes.

(Testimony of Homer Billups.)

Q. I hand you here a document marked for identification General Counsel's Exhibit 15 and ask you to examine that carefully and state whether you, in filling out your card in November of last year, filled it out with the entries on it as shown on this typewritten reproduction, General Counsel's Exhibit 15? A. Yes, I did.

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 15 for identification.)

Mr. Boyd: I offer General Counsel's 15 in evidence.

Trial Examiner: Same ruling as on the previous offer, and with the same exception noted.

(The document heretofore marked General Counsel's Exhibit No. 15 for identification, was received in evidence.)

GENERAL COUNSEL'S EXHIBIT No. 15

Mail This Card Today

Authorization for Union Representation Under the
Federal Labor Laws of the United States Gov-
ernment!

Do you want the UAW-CIO to bargain for you for
a signed labor contract providing for wage
increases, better vacation pay, job security, and
other improved conditions of employment?

YES ☒ NO ☐ Date.....

(Testimony of Homer Billups.)

My Signature: Homer Billups. Phone: 4-1202

My Address: P.O. Box 674.

City: Central Point. Zone No.

I am employed by: Howard-Cooper Co.

How long: 9 months.

Kind of work I do: Mechanic Dept.

Present Wage Rate: \$2.00.

I am on: Day ☐ Swing ☐ Graveyard ☐ Shift.

Drop This Filled-Out Card in the Mail Box Today!

All cards are kept confidential by the UAW-CIO
and by the Federal Government.

Received in evidence June 25, 1956.

Q. (By Mr. Boyd): Mr. Billups, you attended
the meeting on January 11th? A. Yes. [168]

Q. With the men in the shop? A. Yes.

Q. You heard the testimony of Long and Bishop
and of the previous witnesses? A. Yes.

Q. Do you have any recollection of anything
having been said during the course of the meeting
that differs substantially from the testimony of
Long and Bishop and Hennagar?

A. No, I don't believe so. No, I think that pretty
well covers it.

Q. If you were to testify on the subject, you
would testify substantially as they have testified?

A. I think so, yes.

Q. Passing that subject, on the following day,

(Testimony of Homer Billups.)

did you—or the next following day, Friday morning, did you sign this document, General Counsel's Exhibit 7? A. Yes.

Q. At the time you signed it, did you know whether Mr. Whiteside had expressed himself as to whether you people should sign it—whether the people who had signed cards with the union should sign it? A. Yes, I think so.

Q. You heard that through whom?

A. Through Alan Bishop, I believe.

Q. And you got the 10-cent increase in your pay check the [169] next week following?

A. Yes.

Mr. Boyd: I'll pass this witness.

Cross-Examination

By Mr. Stirling:

Q. Mr. Billups, why did you sign this?

Mr. Boyd: I object.

Q. (By Mr. Stirling): This petition?

Trial Examiner: Will you identify it?

Mr. Stirling: Yes, I will.

Q. (By Mr. Stirling): I'm referring to General Counsel's Exhibit 7. Is that your signature on it? A. Yes.

Q. And why did you sign that, Mr. Billups?

A. Well, I wanted a raise. It was the understanding that we'd do away with the union and go ahead and get our raise.

Q. And you men talked it over, and you figured that was the way to do it? A. Yes.

(Testimony of Homer Billups.)

Q. Did you have any other reason for withdrawing your authority to the union?

A. Well, I was more or less like Hennagar on this card deal. I signed something I didn't actually know what I was signing, and this was my way of withdrawing that.

Mr. Stirling: I believe that's all.

Mr. Boyd: I have one question. [170]

Redirect Examination

By Mr. Boyd:

Q. From whom did you hear that, by signing this document, it would result in you getting a raise?

A. I think that was just general talk around the shop.

Q. Shop talk? A. Yes.

Mr. Boyd: That's all.

Trial Examiner: Well, Mr. Boyd, I'm not satisfied with the witness' testimony at this point. Do you want to develop it further, or do you want me to develop it further? He says he didn't know what he was signing when he signed the authorization. I want more detail on that. Do you not care to develop it?

Mr. Boyd: Well, he has testified that he did sign this—I understood his testimony was he signed this partly in order to get the raise and partly to withdraw the authority which he previously had given to the union.

The Witness: That's right.

(Testimony of Homer Billups.)

Mr. Boyd: That's what I understood his testimony to be, Mr. Examiner.

Trial Examiner: That's the way I understood it, too. Now I see you don't want to develop this.

Now, Mr. Witness, you have testified that you signed one of these cards. That is, a card that has the same form as this one that's been introduced in evidence.

The Witness: Yes. [171]

Trial Examiner: Did you read the card before you signed it?

The witness: Not thoroughly.

Trial Examiner: Well, explain what you mean by "not thoroughly."

The Witness: Well——

Trial Examiner: Did you read part of it, but not all of it?

The Witness: I think I read all of it, but I didn't thoroughly understand what it all meant. I thought that it was just——

Trial Examiner: Will you take the card and tell the Trial Examiner what it was that you read there that you didn't understand?

The Witness: Well, I thought it was a card just to authorize this meeting.

Trial Examiner: Well, will you tell me what are the words on that card that you didn't understand when you read them?

The Witness: Well, I guess there's no particular wording I didn't understand. I just read it over hurriedly and decided to go to the meeting, and that's what I thought it was for, the authorization.

(Testimony of Homer Billups.)

Trial Examiner: Did the card say anything about a meeting?

The Witness: No, sir.

Trial Examiner: Do you have any other questions of this [172] witness?

Mr. Stirling: No, I haven't.

Trial Examiner: You're excused.

Mr. Boyd: May I ask one further question?

Trial Examiner: Yes.

Q. (By Mr. Boyd): You did attend the meeting? A. The first meeting.

Q. And at that meeting, it was clear to you, was it not, that the union was going to represent you in bargaining, but you asked that the matter be delayed until January?

Trial Examiner: That's rather leading.

Mr. Boyd: Yes, it is.

Q. (By Mr. Boyd): What was determined at the meeting?

A. Well, they just decided to wait till after the first of the year to do anything.

Q. To do anything, and when you say "to do anything," will you explain what you mean?

A. Well, to go ahead and notify the company that they were going to bargain with them—try to bargain with them.

Q. So, at the time of the first meeting, you did then understand that you had authorized the union to represent you? A. Yes.

* * *

HUBERT E. CURTIS

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Boyd:

Q. Your name is Hubert E. Curtis?

A. Right.

Q. You live where?

A. 24 Ash Street, Central Point.

Q. And you're employed by whom?

A. Howard-Cooper.

Q. And were you in November of last year?

A. Yes.

Q. And January of this year?

A. Yes, sir.

Q. In November of last year, did you see a document such as that marked General Counsel's Exhibit 2?

A. Yes.

Q. Where did you see it?

A. The first time I saw it was at the meeting that was held in the middle of November.

Q. And you attended that meeting?

A. Yes, sir.

Q. What did you do with the card that you saw? [174]

A. Well, after I was showed that the majority of the employees had signed, I didn't see where it would make any difference, and I went ahead and signed it and handed it in with the rest of them.

(Testimony of Hubert E. Curtis.)

Q. You turned it in to whom?

A. Harry Whiteside.

Q. That evening? A. That evening.

Q. I show you a document now marked for identification General Counsel's Exhibit 16. Will you examine that, please, and state whether the entries made on that card in typewriting are identical with the entries that you made on the card that you turned in to Mr. Whiteside at this union meeting in November?

A. The best I remember.

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 16 for identification.)

Mr. Boyd: I offer in evidence General Counsel's Exhibit 16.

Trial Examiner: Same ruling as previously, exceptions noted.

(The document heretofore marked General Counsel's Exhibit No. 16 for identification, was received in evidence.)

GENERAL COUNSEL'S EXHIBIT No. 16

Mail This Card Today

Authorization for Union Representation Under the
Federal Labor Laws of the United States Gov-
ernment!

(Testimony of Hubert E. Curtis.)

Do you want the UAW-CIO to bargain for you for a signed labor contract providing for wage increases, better vacation pay, job security, and other improved conditions of employment?

YES ☒ NO ☐ Date.....

My Signature: Hubert E. Curtis. Phone: 4-1192

My Address: 24 Ash St., P.O. Box 25.

City: Central Point. Zone No.

I am employed by: Howard-Cooper Co.

How long: 6 weeks.

Kind of work I do: Welder.

Present Wage Rate: \$2.05.

I am on: Day ☐ Swing ☐ Graveyard ☐ Shift.

Drop This Filled-Out Card in the Mail Box Today!

All cards are kept confidential by the UAW-CIO and by the Federal Government.

Received in evidence June 25, 1956.

Q. (By Mr. Boyd): Were you at the plant on January 11th? A. Yes.

Q. What notification did you get of the meeting? [175]

A. Mr. Thrash came out and told me that there was a meeting in his office.

Q. Was that the extent of the notice that he gave you?

A. A few minutes before, he came out and

(Testimony of Hubert E. Curtis.)

asked me when I was hired in, and then a few minutes later he came back and notified me to come in the office to attend a meeting.

Q. Now, when he asked you when you were hired in, what information did you give him?

A. I told him approximately October 26th.

Q. At the time you hired in, was this man Carroll working then?

A. No. He was hospitalized, is the way I understand it.

Q. And did he ever come back to work after you hired in? A. No.

Q. You were hired in what capacity?

A. As a welder.

Q. And what was his capacity then?

A. A welder.

Q. Now, you attended the meeting?

A. Yes.

Q. You've heard the testimony of Bishop and Long concerning what developed at the meeting. Do you remember anything more developing?

A. Not at the meeting, no; approximately the same.

Q. And do you remember: Did they testify to matters that occurred that you do not recall occurring? [176]

A. Not specifically.

Q. If you were called upon to relate what did develop in the course of that meeting, would your testimony be substantially the same as theirs?

A. Basically, yes.

(Testimony of Hubert E. Curtis.)

Q. Following the meeting, did you have any conversations with Mr.—well, with anyone?

A. I went home that night and I got to thinking about the contact that Mr. Thrash made before the meeting, and I felt that, seeing as how I was a new employee, he might or the office might feel that I was being planted there by the union. I didn't want him to feel that way.

I went back to the plant and had a talk with him that evening.

Q. That was on Wednesday evening?

A. Yes, sir.

Q. In the course of that discussion, what developed?

A. Oh, I don't remember exactly. I stated why I had hired in over there, why I was in this locality, which doesn't pertain to this. It's my own personal troubles, and he asked me what I felt or what I thought was basically the trouble, and I told him more money and the distribution of overtime was the basic complaint of most of the boys.

Q. Did you—was there any discussion between you and Thrash about talking with other people? [177]

A. I don't recall any.

Q. Was any explanation made by him of why he asked you when you hired in?

A. The only explanation given me was he wanted to find out whether I was eligible for Christmas pay, I believe.

Q. For Christmas pay?

(Testimony of Hubert E. Curtis.)

A. Paid holidays, Thanksgiving or Christmas, if I was in long enough for that or not.

Q. Did he tell you whether you were eligible?

A. He didn't state that.

Q. Did you receive the Christmas pay?

A. No.

Q. Or the Thanksgiving pay? A. No.

Q. Were you called in the following day?

A. No.

Q. Did you thereafter sign this document here, General Counsel's Exhibit 7?

A. I believe I signed this one Friday morning some time.

Q. That was the morning of the 13th?

A. I don't know the date.

Q. Did you thereafter receive a pay increase?

A. Yes.

Q. And that was—when did you receive your check showing the pay increase? [178]

A. I believe the latter part of January. I don't recall for sure the date.

Q. Well, do I understand from your answer that your pay increase was not for the work week of January 9th to 14th?

A. No, I wouldn't say that because I don't recall the specific date.

Q. You just don't have a clear recollection of when the increase did come?

A. I don't have any clear recollection when I did discover the raise.

(Testimony of Hubert E. Curtis.)

Q. Was it a matter of knowledge to you that others at the same time got their raise?

A. I believe the following week it came to my attention, and I figured my check out and it showed that I had received it.

Q. So, you knew that you got yours the following week? A. Yes.

Q. Up until the time you got your check, had you yet been informed that you were going to get the raise?

A. Not other than rumor, talks, shop talk.

Mr. Boyd: That's all. I pass the witness.

Mr. Stirling: I don't believe I have any questions of Mr. Curtis. [179]

* * *

Mr. Stirling: Well, I believe that there were a total of 11 employees in the unit at the time.

Mr. Boyd: That is right. I would stipulate that there were 11 employees in the unit.

Trial Examiner: Do you accept that stipulation?

Mr. Stirling: Yes.

Mr. Boyd: That actually does exclude this man who had gone off because of his illness. He had been ill since October. Meeting it that way, I can meet my problem. If Counsel will stipulate that there were 11 employees in the unit described in the consent agreement, or in the complaint, and that the names of those people are as shown on the Exhibit No. 8, excluding therefrom the name of J. E. Carroll, then I will know what I will do.

Mr. Stirling: I did say there were 11. Of course, we did [181] consider Carroll as an employee temporarily absent because of his illness.

Mr. Boyd: You assumed that it was temporary, and it proved to be continued.

Mr. Stirling: Yes. I suppose that, had an election been held at that time, Carroll would not have been available to vote. I'm just kind of in a quandary about that. Well, I think I've already stipulated there were 11 employees in the unit.

Trial Examiner: You stipulated, but, of course, if you're trying to qualify it, it isn't a stipulation.

Mr. Stirling: No. [182]

* * *

HUBERT E. CURTIS

a witness having been recalled by and on behalf of the General Counsel, and being previously sworn, was examined and testified further as follows:

Direct Examination (Continued)

By Mr. Boyd:

Q. Since you left the stand yesterday, have I talked to you at all, Mr. Curtis? A. No, sir.

Q. Will you direct your recollection to your conversation that [186] you testified to yesterday with Mr. Thrash, when you went back on the evening of January 11th and talked with him, and explained to him that you had not been planted in the plant to inform the union? Do you recall your testimony yesterday? A. Yes.

(Testimony of Hubert E. Curtis.)

Q. Now, will you relate, please, in full what it was that Mr. Thrash said to you at that time? This may be repetitive. Let me restate it on this one point, and I will lead the witness to this extent: Was any mention made of a franchise?

A. Yes, there was.

Q. Now, what was his statement with respect to franchise?

A. As near as I can remember, it was along in regard to the rumor I previously heard in the shop. What he told me, I mean as near as I can recall, that rather than to have a union recognized shop, they would give away a franchise. I don't know—I don't recall his exact words, but that's a summary of it.

Q. Do you remember what it was that had been said just before that that led to him making this remark?

A. No, I don't.

Q. Was there anything that you had said that led to making that remark?

A. Possibly, but I don't recall what it was.

Q. Do you recall him saying whether you were at liberty to repeat that remark?

A. Yes, he said at first not to mention it, just between he [187] and I. Then later on, I mean, he retracted and said that I could pass it on if I wished.

Q. You could mention it?

A. I could mention it. It wouldn't make any difference. [188]

FRANK S. PARKER

a witness called by and on behalf of the Respondent, having been previously sworn, was examined and testified as follows:

Direct Examination

By Mr. Stirling:

Q. Mr. Parker, what if anything do you know of the status of J. E. Carroll of the Central Point branch?

A. What do I know of the status of J. E. Carroll? Of course, he is an employee at the present time—Carroll or Curtis?

Q. Carroll.

Mr. Boyd: The man who was ill. [197]

Q. (By Mr. Stirling): The man who has been ill.

A. Oh, the man who was ill?

Q. That we had the discussion about.

A. Oh, he was on the payroll—I had the date. I got that information this morning, but he was on the payroll of the Howard-Cooper Corporation—I believe the last day he worked was October 16th, or was it the 10th? The 16th or——

Trial Examiner: The 10th or 16th?

Q. (By Mr. Stirling): Of what year?

A. '55.

Q. Yes, and then how was he carried thereafter?

A. He was carried on the employee payroll. Of course, there was no time cards turned in for him, but he was carried as an employee until—I've forgotten the date—March the 16th—is that right?

(Testimony of Frank S. Parker.)

Trial Examiner: Do you have some payroll records here?

The Witness: Pardon, sir?

Trial Examiner: Do you have some payroll records here?

Q. (By Mr. Stirling): Do you have anything you can refresh your memory with?

A. Well, that note. I think you have that note that I wrote down the information on this morning. It has the exact date on it.

Mr. Stirling: I wonder if I might be permitted to hand this to Mr. Parker in order that he might refresh his memory. [198] It is a document which he himself made some notes on.

Mr. Boyd: I'm familiar with it.

Trial Examiner: Yes.

The Witness: His last pay check was October 16th, and he was severed from the payroll on April the 4th, 1956. This communication would be all right to——

Q. (By Mr. Stirling): Well, what then was his status with respect to whether or not he was expected to come back to work during that period of time?

A. He was carried on the payroll. Of course, no time cards were turned in for him because he was not working, but he was carried on the payroll until April the 4th, '56, and this particular communication regards accident and sickness claim form, which is dated January 13th, '56, and in this

(Testimony of Frank S. Parker.)

communication, which was forwarded from Portland, Mr. Carroll stated that he would return around March the 1st. However, the doctor at a later date said that he could not return to work.

Trial Examiner: Mr. Parker is referring to some document that he has in his hand.

The Witness: Yes.

Q. (By Mr. Stirling): And during that period of time from October 16th to April 4th, did the company records carry him as an employee continually, continue to carry him as an employee?

A. Yes.

Q. Where are those company records kept, Mr. Parker? [199]

A. In Portland, Oregon.

Q. Do you know approximately when the company was informed that he would not be able to come back to work?

A. On the—right around the 1st of April.

Q. Of '56? A. Yes.

Q. Do you know how that information came to the company?

A. The information was relayed to the bookkeeping department by the shop foreman, Mr. Thrash.

Q. And do you know what the reason for that was, I mean, why Mr. Carroll was not going to return?

A. Under doctor's orders not to return to work.

Q. Now, with respect to your records at Portland then, what would be the effect on your records at Portland? What would they do with his record

(Testimony of Frank S. Parker.)

at Portland when you received this word in April that he would not be able to come back to work?

A. Well, his card would be withdrawn from the employees group at Central Point.

Q. And he would no longer be considered an employee? A. No.

Q. Now, with respect to the testimony of Mr. Curtis regarding the franchise, does the Howard-Cooper Company have franchises, Howard-Cooper Corporation? A. Have franchises?

Q. Yes. [200]

A. Well, I suppose you would consider it as such, a franchise. We have a contract with the International Harvester Company.

Q. And what area does that cover?

A. That covers the western half of Washington, the western half of Oregon, and seven counties in northern California.

Q. Now, was it ever within the consideration of the corporation that you might know as Vice President of the corporation to give up a contract right or a franchise with International Harvester in Central Point?

A. Well, we never considered giving up the franchise at Central Point at any time. In fact, the contract with the International Harvester Company carries a six months' cancelation clause, which would be necessary. If we gave up Central Point, why, we'd have to change our entire contract at the acquiesce of the International Harvester Company.

(Testimony of Frank S. Parker.)

Q. In other words, your franchise is a contract covering the entire area, not just branch by branch?

A. The contract as originally written covers the various counties in the western half of Washington, the various counties in the western half of Oregon, and, of course, the corporation in California is a separate corporation, and it covers the seven counties in northern California.

Q. Did you or did anyone in management with your knowledge ever convey to anybody at Central Point that there was a possibility of any franchise covering Central Point being withdrawn? [201]

A. No.

Q. Did you ever talk to Thrash about anything like that? A. No.

Mr. Boyd: Did the witness answer?

The Witness: Yes.

Mr. Boyd: What was your answer?

The Witness: No.

Mr. Boyd: Oh, you had not done so?

The Witness: Talked with Thrash concerning the franchise? Is that your question?

Mr. Boyd: Had any——

Trial Examiner: He answered that he had not had any such talk with Thrash.

Mr. Boyd: Anything like that, was the question put to you?

The Witness: Will you put the question again?

Mr. Stirling: I'll have to ask him to read it.

(Question read.)

(Testimony of Frank S. Parker.)

Q. (By Mr. Stirling): Now, I don't know whether you were asked on examination by the General Counsel's representative of whether you had seen this paper that's been referred to as a petition and designated General Counsel's Exhibit 7. Have you seen that document before? A. Yes.

Q. Now, do you recall when you first saw that document, Mr. Parker? [202]

A. Why, it came in the mail, and I would say it came in the mail—I don't know what date it was mailed.

Q. Maybe I should ask you: Where did you first see it?

A. In Portland, Oregon, and I would say that I saw it on January the 16th.

Q. Had you ever seen it before that time?

A. No.

Mr. Stirling: Will you mark this, please?

(Thereupon, the document above referred to was marked Respondent's Exhibit No. 1 for identification.)

Q. (By Mr. Stirling): Mr. Parker, I show you Respondent's Exhibit 1 and ask you if you can identify that? A. Yes.

Q. What is that?

A. This is a notification to all of our Oregon branches to the effect that on January 3rd, 1956, the charge-out rates for the Howard-Cooper shops in Portland, Albany, Eugene, Roseburg, Central

(Testimony of Frank S. Parker.)

Point and Coquille will be in accordance with the schedule listed below, and this is a——

Q. What do you mean “charge-out rates”?

A. The charge-out rates are the rates which we charge our customers for service.

Q. Now, is that an increase or a decrease on what you were charging before?

A. That is an increase on our rates. On our bench and floor [203] mechanics, the charge-out rate previous to this time was \$4.50, and it was raised to \$5.

Q. Now, what relation, if any, does that have to wage rates?

A. This is in anticipation of wage rates.

Q. And when was that to be effective?

A. This was to be effective January the 3rd.

Q. When was it distributed to the branch houses?

A. It was distributed to the branch houses—it was mailed on January 3rd, and they received it in the regular mail.

Q. What relationship, if any, did it have to any increase in the wage rates?

Mr. Boyd: Object.

Trial Examiner: I suppose the purpose of this is to establish a decision was made on wage rates, the increase, prior to the time the company knew that the union was in the picture. It may be somewhat remote here, but he may answer. You may answer.

(Testimony of Frank S. Parker.)

The Witness: I would like to have the question repeated again.

Mr. Stirling: Will you read it, please?

(Question read.)

The Witness: This increase was decided upon because we knew we were going to increase the hourly pay to the shop employees.

Q. (By Mr. Stirling): In all the branches? [204]

A. In all the Oregon branches.

Mr. Stirling: I would like to offer Respondent's Exhibit No. 1 into evidence, if Mr. Boyd has no objection. Unfortunately, that's the only copy I have. We can have other copies made.

Mr. Boyd: Frankly, I think it has no probative value. That was the purpose of my objection. I objected to the oral testimony. Just for the record, I'll object to the receipt of the document. It circumstantially corroborates what the witness has testified to, I recognize that.

Trial Examiner: It's received with the understanding that you will furnish the Reporter with a duplicate within five days of the close of the hearing.

Mr. Stirling: All right, Mr. Spencer, I will.

(The document heretofore marked Respondent's Exhibit No. 1 for identification, was received in evidence.)

(Testimony of Frank S. Parker.)

RESPONDENT'S EXHIBIT No. 1

1/3/56

Oregon Branch HCC Shop Charges

Effective January 3rd, 1956, the charge-out rates for HCC Shops in Portland, Albany, Eugene, Roseburg, Central Point and Coquille will be in accordance with the schedule listed below. Please acknowledge receipt of this information.

General Line Shop	Straight Time	Overtime
Bench & Floor Mechanics	\$ 5.00	\$ 7.00
Machine Work; Cutting Torch & Welding; Pump Room; Steam Cleaning	6.50	9.00
Field Work, outside of shop, same rates as above, plus mileage, per mile. Pickup Truck or car, plus expenses10	
1½-ton truck20	
Crane Work, including operator	10.00	12.00

F. R. COOPER,

By /s/ S. J. ROGERS.

Replaces Page dated 10/24/55.

(Reprint of Page Dated 1/3/56.)

Received in evidence June 26, 1956.

Q. (By Mr. Stirling): Mr. Parker, there seems to be some question as to whether or not you came directly from Eugene to Central Point on January 10th. You stated in your direct testimony that you were, I believe, in Albany and Eugene that day, and that you went on to Klamath Falls, and then

(Testimony of Frank S. Parker.)

that you came from Klamath Falls to Central Point on the night of the 10th. Was that what you stated?

A. In the afternoon of the 10th, we came across—we came across during daylight hours, to get across the mountains. [205]

Q. Well, are you certain that you did go to Klamath Falls? A. Yes.

Q. And how are you certain of that?

A. Well, I had an appointment with Mr. Frank Carr, the Purchasing Agent of the Weyerhaeuser Timber Company. Their offices are located in Klamath Falls.

Q. And was Mr. Thomas with you?

A. Yes.

Q. And then I take it your itinerary was from Eugene to Klamath Falls, and then to Central Point? A. That's correct.

Q. On the 10th? A. Yes.

Mr. Stirling: I believe that's all I have.

Trial Examiner: Do you have anything, Mr. Boyd?

Mr. Boyd: Yes; I do.

Cross-Examination

By Mr. Boyd:

Q. Was your business with the Weyerhaeuser representative the only business you transacted in Klamath Falls? A. That's correct.

Q. Now, travel in daylight hours in January—

A. Yes.

(Testimony of Frank S. Parker.)

Q. ———would have brought you—and to have arrived here in daylight hours, would have brought you in here around 4:00 o'clock in the [206] afternoon?

A. I wouldn't be specific about the exact time. We got across the mountains during daylight hours due to the fact that there was a lot of snow and ice on the—I think it's called Green Pass. I don't know if it was 4:00 o'clock or not. I don't think it was quite that early.

Q. On another subject, Mr. Parker: Do I understand it to be your testimony that you did not talk with Mr. Thrash concerning any statement he made to the effect the company might give up its operations in Central Point because of this union activity?

A. That is correct.

Q. You did not talk with Mr. Thrash about that?

A. No, sir.

Q. Either in advance of any statement made by him, or after learning that he had made such statements?

A. I learned that he—I had a rumor come to me that he had made some statements, which he shouldn't make. Now, I don't know if it was about the franchise or not, and, when I got back in Portland the following week, I called him on the phone and I told him if he was making any statements whatsoever to the employees, cut it out.

Q. But you had heard that he had been making some?

(Testimony of Frank S. Parker.)

A. I had rumors. I don't know where I got the information.

Q. That's the significance of the statement in your own affidavit, isn't it? A. Pardon? [207]

Q. That's the significance of the statement in your own affidavit that you previously made, which is received in evidence here?

A. What do you mean, the significance of it?

Q. Of what you are now testifying to is the significance of this part of your former affidavit:

"I didn't tell any employee or anyone else that the Company would close its Central Point establishment or its shop there if it went union nor did I make any statements of that sort. I heard that Hi Thrash, our shop foreman at Central Point, Oregon, had made some such statement."

A. Yes.

Q. "I called him about it and he admitted that he had discussed it with some of the men when they asked him about it. I told him not to make any such statements as he was just getting us into trouble with them." A. That's right.

Q. Now, with respect to this man, Carroll, yesterday, when I asked you about him, you knew nothing of him. The information you've given this morning is that which you have secured by talking with your local plant officials and talking with your office in Portland? A. That's correct.

Q. And for the Trial Examiner's understanding, the control pay records are kept in your Portland office? [208] A. That's correct.

(Testimony of Frank S. Parker.)

Q. And the pay checks are issued from the Portland office? A. That's right.

Q. The local office is merely a conduit for sending to the Portland office the report that develops from week to week, is that correct? A. Yes.

Q. And it's my understanding that you regularly make out a separate time report for each individual—each individual employee separately at the branch office, and in those separate reports for each individual, that is a document submitted to the Portland office? A. Right.

Q. Tell me this: Do you know whether at the time of Mr. Carroll's heart attack last October the record sent in at that time showed him simply on sick leave or terminated?

A. Well, I wouldn't know that. I would say off-hand he was put on sick leave. I wouldn't know that.

Q. What in practice—are you familiar with the payroll practices of the company?

A. Not too—no, not too generally for the simple reason it's handled by the bookkeeping department.

Q. Well, is it within your knowledge though whether there is an established practice about carrying people on sick leave when someone has some serious disabling illness? Does the [209] company regularly carry them on sick leave?

A. Yes. I would say so, yes.

Q. Well, if that be true, did Carroll draw Christmas pay, vacation pay?

A. I couldn't tell you that because I didn't in-

(Testimony of Frank S. Parker.)

quire about that this morning. I wouldn't know that. I'd have to go to the records.

Q. Are people who are carried on sick leave eligible to draw their holiday pay, according to your company's practices?

A. I don't know for sure about that. I'd have to go to the records on it.

Q. In other words, this is not matters within your personal knowledge?

A. No; it is not a matter within my personal knowledge, because, as I said previously, it's handled by the bookkeeping department, and they have all the records and all of the agreements that are necessary.

Q. Now, the document that you then rely on in your testimony is the memorandum that you had in hand that you were examining when you testified?

A. Yes.

Mr. Boyd: Maybe Counsel has that. I'm not impeaching the validity of the document. I want to inquire into the fact.

Q. (By Mr. Boyd): The document you had in hand is a carbon copy of an inter-office communication from your office manager [210] at the Central Point office to someone in your bookkeeping department?

A. Yes.

Q. In your Portland office? A. Portland.

Q. And it bore the date of January 13th, 1956?

A. I believe that's correct, yes.

Q. The document appears to relate to some insurance report in part?

A. Yes.

(Testimony of Frank S. Parker.)

Q. Are you sufficiently familiar with the insurance coverage of your employees to be able to testify from your own knowledge of whether Carroll at that time was being carried under an insurance benefit? A. Yes; he was.

Q. On a contract for which the company was making any payments? A. Yes.

Q. He was? A. I am quite sure, yes.

Q. Well, now, if Carroll went off work in October because of illness, was the company obliged to make any payments for Carroll on the sickness program after he went off work, after he went off your payroll?

A. I don't know if we're obliged to do it or not.

Q. Then you don't know for sure that the company was [211] contributing any for the insurance for him then?

A. No. I assume that they were. He was carried until—I believe it was 13 weeks. I'm not sure of that, but I think it was 13 weeks.

Q. It was insurance covering him for 13 weeks?

A. I think so.

Q. Now, then, in practice, does the company, your company, make out and provide to the insurer a sickness report that entitles—that is required, to entitle the employee to draw his insurance benefits?

A. I don't know as to that.

Q. Well, are you—is it the sum of your testimony that he was on your records in January because at that time he was still the beneficiary of some insurance that he had contributed to and the

(Testimony of Frank S. Parker.)

company had contributed to that covered him at the time of his disabling illness in October?

A. That is my belief, yes.

Q. That that was the reason for him being carried on your records at that time?

A. Oh, I don't know if that's the reason for him being carried on the records. I think we carried him on our records because we anticipated that he would return to work.

Q. I'm curious about the memorandum. The first paragraph, which I will read, is:

"Attached please find accident and sickness claim form [212] for the above subject employee. Please fill out employer statement portion of this form." That concludes the first paragraph, and the "above subject employee" has reference to a heading, "James Carroll, insurance form," this being a memorandum from G. V. Mullen to Alice Ryer, addressed to her at Portland.

Now, the practice of processing the insurance forms is not a matter within the scope of your personal knowledge? A. No.

Q. Then the second paragraph: "Mr. Carroll stated today that it would be around the 1st of March when he would be able to return to work." That's the end of the paragraph.

This being dated January 13th, do you know the circumstance under which he was asked whether he would return to work? A. No; I don't know.

Q. So, the basis of your saying in testimony

(Testimony of Frank S. Parker.)

here now that Carroll was on your payroll is this information here?

A. And the information I received from Portland this morning regarding him.

Q. That they had records in Portland——

A. Yes.

Q. ——that corresponded with this——

A. Yes.

Q. ——with this information, is that it?

A. Right. [213]

Q. And they by telephone reported to you this morning? A. Yes.

Q. That they had discontinued carrying any record of him as an employee on April 4th of 1956?

A. April 4th or 14th?

Q. You have testified April 4th and your notation shows April 4th.

A. That is correct, then, sir.

Q. And you do not know the circumstance under which—or the information under which—which prompted them to discontinue—— A. No.

Q. ——such records as they had kept?

A. I didn't even know he had a heart attack. See, we have about 300 employees, and I don't know all of them.

Q. Can you state, Mr. Parker, whether a person who has a disabling injury or illness, covered by your group insurance, if he fails to return to work within the period of protection, insurance protection, if his disablement keeps him off work beyond the period of protection, 13 weeks, is he, as a busi-

(Testimony of Frank S. Parker.)

ness practice of your company, continued on the payroll?

A. I believe so. That's a technical question. I wouldn't want to be——

Q. It's a matter you don't know the answer to, is that it? A. That's correct.

Q. You don't know your company's [214] practice?

A. I don't know the practice on that particular phase, but I believe so.

Q. It is a fact, isn't it, Mr. Curtis was employed to fill the vacancy caused by Mr. Carroll's disabling illness last October, or do you know that?

A. I don't know that.

Q. You don't know that?

A. No; I don't know that because I don't know when Mr. Curtis was hired. [215]

* * *

Received July 31, 1956.

In the United States Court of Appeals
for the Ninth Circuit

No. 15937

NATIONAL LABOR RELATIONS BOARD,

Petitioner,

vs.

HOWARD-COOPER CORPORATION,

Respondent.

PETITION FOR ENFORCEMENT OF AN OR-
DER OF THE NATIONAL LABOR RELA-
TIONS BOARD

To the Honorable, the Judges of the United States
Court of Appeals for the Ninth Circuit:

The National Labor Relations Board, pursuant to the National Labor Relations Act, as amended (61 Stat. 136, 29 U. S. C., Secs. 151 et seq.), hereinafter called the Act, respectfully petitions this Court for the enforcement of its order against Respondent, Howard-Cooper Corporation, Portland, Oregon, its officers, agents, successors and assigns. The proceeding resulting in said order is known upon the records of the Board as "Howard-Cooper Corporation and International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, AFL-CIO." Case No. 36-CA-724.

In support of this petition the Board respectfully shows:

(1) Respondent is an Oregon corporation engaged in business in the State of Oregon, within this judicial circuit where the unfair labor practices occurred. This Court therefore has jurisdiction of this petition by virtue of Section 10(e) of the National Labor Relations Act, as amended.

(2) Upon due proceedings had before the Board in said matter, The Board on February 5, 1957, duly stated its findings of fact and conclusions of law, and issued an Order directed to the Respondent, its officers, agents, successors and assigns. On the same date, the Board's Decision and Order was served upon Respondent by sending a copy thereof post-paid, bearing Government frank, by registered mail, to Respondent's Counsel.

(3) Pursuant to Section 10(e) of the National Labor Relations Act, as amended, and pursuant to Rule 34(7)(a) of this court, the Board is certifying and filing with this Court a certified list of all documents, transcripts of testimony, and exhibits and other material comprising the entire record of the proceeding before the Board upon which the said Order was entered, which transcript includes the pleadings, testimony and evidence, findings of fact, conclusions of law, and the Order of the Board sought to be enforced.

Wherefore, the Board prays this Honorable Court that it cause notice of the filing of this petition and transcript to be served upon Respondent and that this Court take jurisdiction of the proceeding and of

the questions determined therein and make and enter upon the pleadings, testimony and evidence, and the proceedings set forth in the transcript and upon the Order made thereupon a decree enforcing in whole said Order of the Board, and requiring Respondent, its officers, agents, successors and assigns, to comply therewith.

/s/ THOMAS J. McDERMOTT,
Associate General Counsel,
National Labor Relations Board.

Dated at Washington, D. C. this 14th day of March, 1958.

[Endorsed]: Filed March 18, 1958.

[Title of Court of Appeals and Cause.]

ANSWER OF RESPONDENT TO PETITION
FOR ENFORCEMENT OF AN ORDER
OF THE NATIONAL LABOR RELATIONS
BOARD

To the Honorable, the Judges of the United States
Court of Appeals for the Ninth Circuit:

Comes now the Respondent herein, Howard-Cooper Corporation, and for answer to the petition for the enforcement of an order of the National Labor Relations Board, issued by the National Labor Relations Board on February 5, 1957, in connection with the proceedings known as "Howard-Cooper Corporation and International Union,

United Automobile, Aircraft and Agricultural Implement Workers of America, AFL-CIO," Case No. 36-CA-724, admits, denies and alleges as follows:

1. Respondent admits that this Court has jurisdiction of this matter.

2. Respondent admits that proceedings were had before the Board in this matter, but denies that the findings of fact and conclusions of law of the Trial Examiner or the Board were justified.

And for a Further and Separate Answer and Defense, Respondent alleges as follows:

1. That the Board erred in finding that the Respondent had engaged and was engaging in certain unfair labor practices, to wit, a refusal to bargain with the Union in violation of Section 8(a)(5) of the Act.

2. That the Board erred in finding that the Union represented a majority of the employees of the Respondent in the appropriate unit.

Wherefore, the Respondent, having fully answered the petition herein, prays that the same be dismissed.

/s/ J. P. STIRLING,
Attorney for Respondent.

[Endorsed]: Filed April 1, 1958.

[Title of Court of Appeals and Cause.]

STATEMENT OF POINTS ON WHICH
PETITIONER INTENDS TO RELY

In this proceeding petitioner, National Labor Relations Board, will rely upon the following points:

1. Substantial evidence on the record considered as a whole supports the Board's conclusion that respondent interfered with, restrained, and coerced its employees in violation of Section 8 (a) (1) of the Act.

2. Substantial evidence on the record considered as a whole supports the Board's conclusion that respondent refused to bargain with the Union in violation of Section 8 (a) (5) and (1) of the Act.

NATIONAL LABOR
RELATIONS BOARD,

By /s/ MARCEL MALLET-PREVOST,
Assistant General Counsel.

Dated at Washington, D. C., this 22nd day of April, 1958.

[Endorsed]: Filed April 26, 1958.

[Title of Court of Appeals and Cause.]

CERTIFIED LIST OF THE NATIONAL
LABOR RELATIONS BOARD

The National Labor Relations Board, by its Executive Secretary, duly authorized by Section

102.84, Rules and Regulations of the National Labor Relations Board, Series 6, as amended, hereby certifies that the documents annexed hereto constitute a full and accurate transcript of the entire record of a proceeding had before said Board, entitled "Howard-Cooper Corporation and International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, AFL-CIO." Such transcript includes the pleadings and testimony and evidence upon which the order of the Board in said proceeding was entered, and includes also the findings and order of the Board.

General Counsel's Exhibits Nos.:

1-A through 1-F.

2 through 16.

Respondent Company's Exhibit No. 1.

Stenographic transcript of testimony taken before Trial Examiner William E. Spencer on June 25 and 26, 1956.

Copy of Trial Examiner Spencer's Intermediate Report and Recommended Order issued July 24, 1956.

Copy of Erratum correcting the name of the labor organization involved in subject case issued on August 3, 1956.

Respondent's exceptions to the Intermediate Report received August 16, 1956.

Copy of Decision and Order issued by the National Labor Relations Board on February 5, 1957.

In Testimony Whereof, the Executive Secretary of the National Labor Relations Board, being thereunto duly authorized as aforesaid, has hereunto set his hand and affixed the seal of the National Labor Relations Board in the city of Washington, District of Columbia, this 22nd day of April, 1958.

[Seal] NATIONAL LABOR
RELATIONS BOARD,

By /s/ OGDEN W. FIELDS,
Acting Executive Secretary.

[Endorsed]: Filed April 26, 1958.

[Endorsed]: No. 15937. United States Court of Appeals for the Ninth Circuit. National Labor Relations Board, Petitioner, vs. Howard-Cooper Corporation, Respondent. Transcript of Record. Petition for Enforcement of an Order of the National Labor Relations Board.

Filed April 30, 1958.

/s/ PAUL P. O'BRIEN,
Clerk of the United States Court of Appeals for the
Ninth Circuit.

